



COMMISSIONER'S COURT MINUTES
MARCH 13TH REGULAR TERM, A.D. 2017

1. **CALL TO ORDER.**

2. **DETERMINATION THAT A QUORUM IS PRESENT:**

BE IT REMEMBERED that on this the 13TH day of March A.D. 2017 at 9:00 o'clock A.M., after due notice was given by posting of the attached Agenda; the Honorable Val Verde County Commissioners' Court convened in **REGULAR SESSION**. The meeting was called to order, the following members being present and constituted a quorum: Efrain V. Valdez, County Judge, Presiding; Martin Wardlaw, Commissioner of Precinct No. 1; Lewis Owens, Commissioner of Precinct No. 2; Robert "LeBeau" Nettleton; Commissioner of Precinct No. 3; Gustavo Flores, Commissioner of Precinct No. 4; and Generosa Gracia-Ramon, County Clerk; when the following proceeding was had to wit:

3. The Court recited the Pledge of Allegiance to the Flag.

4. Approval of minutes from previous meetings.

February 13, 2017: no corrections

February 28, 2017: no corrections

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abs |
|----------|--------|-----------------|-------|-----------------|--------|--------|------|-----|
| ORDER | | | | | | W,O,N, | | |
| # 17-082 | N | O | | | | F, EVV | | |
| | | | | | | | | |

5. **Citizen's Comments.**

1) Kim Canseco & Ramiro Guzman- Border Rally Invitation

2) _____

MOTION KEY:

EFRAIN V VALDEZ= EVV
 COMM WARDLAW=W
 COMM OWENS=O
 COMM NETTLETON=N
 COMM FLORES= F

QUORUM

☒ COUNTY JUDGE

EP Judge's Staff

YM Judge's Staff

☒ COMM. PRCT# 1

☒ COMM. PRCT# 2

☒ COMM. PRCT# 3

☒ COMM. PRCT# 4

ATTENDING

COUNTY STAFF/DEPTS:

____ COUNTY ATTY

DM COUNTY ATTY STAFF

____ COUNTY ATTY STAFF

☒ DISTRICT CLERK

☒ IT

____ SHERIFF

☒ SHERIFF'S STAFF

☒ AUDITOR

☒ TREASURER

☒ PURCHASING

☒ HR

____ TAX COLLECTOR

☒ RISK MGMT

☒ FIRE DEPT

____ EMERGENCY

MGMT

____ JP #1

☒ JP #2

☒ JP #3

____ JP #4

____ OTHER _____

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM WARDLAW=W; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

NOTICE IS HEREBY GIVEN TO THE PUBLIC THAT THE FOLLOWING ITEMS WILL BE DISCUSSED AND POSSIBLE ACTION MAY BE TAKEN BY THE VAL VERDE COUNTY COMMISSIONERS COURT:

Efrain Valdez, County Judge

6. Progress report for DEAAG grant – LAFB West Gate.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|----------|--------|-----------------|-------|-------------------------------------|--------|------|------|------|
| ORDER | | | | Report presented by Roy Musquiz Jr. | | | | |
| # 17-083 | | | | Report Only & No Action | | | | |
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7. Discussion and possible action regarding the Library Project.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|----------|--------|-----------------|-------|--------------------------------|--------|--------|------|------|
| ORDER | | | | Motion to approve change order | | W,O,N, | | |
| #17- 084 | N | F | | #8 in the amount of \$5000.00 | | F, EVV | | |
| | | | | | | | | |
| | | | | | | | | |
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8. Discussion and possible action on change order # 6 and #7 for Val Verde County Library expansion project and authorize County Judge to sign.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|----------|--------|-----------------|-------|----------------------------------|--------|-----------|------|------|
| ORDER | | | | | | | | |
| # 17-085 | N | O | | Motion to accept change Order #6 | | W,O,N, F, | | |
| | | | | in the amount of \$42,000 and | | EVV | | |
| | | | | change order #7 in the amount of | | | | |
| | | | | \$25,000 and authorize judge to | | | | |
| | | | | sign | | | | |

9. Discussion and possible action on approval of property lease between Val Verde County and the District Attorney's office.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|----------|--------|-----------------|-------|-----------------|--------|-----------|------|------|
| ORDER | N | O | | Motion to table | | W,O, N, F | | |
| # 17-086 | | | | | | EEV | | |
| | | | | | | | | |
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MOTION KEY: EFRAIN V VALDEZ= EVV; COMM WARDLAW=W; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

10. Discussion and possible action regarding the appointment of Eloy Padilla as ADA Coordinator with instructions that his name be included on the county website and wherever the identification of the ADA Coordinator is required.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|----------|--------|-----------------|-------|--------------------------------|--------|------------|------|------|
| ORDER | N | F | | Motion to approve as presented | | W, O, N, F | | |
| # 17-087 | | | | | | EVV | | |
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11. Discussion and possible action to authorize Signatory designation Resolution and form, Labor Standard Officer Appointment, Civil Right Officer Appointment, Proclamation March as Fair Housing Month, Initial Acquisition report, and schedule 4 month conference call as required per Val Verde Contract TxCDBG 7216075 guidelines.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|---------|--------|-----------------|-------|--------------------------------|--------|---------|------|------|
| ORDER | N | O | | Motion to designate the County | | W,O,N,F | | |
| #17-088 | | | | Judge & County Auditor as | | EVV | | |
| | | | | Signators on the | | | | |
| | | | | TXCDBG#7211075 | | | | |
| | | | | | | | | |

12. Discussion and possible action on the Defense Economic Adjustment Assistance Grant (DEAAG) quarterly report for period December 1, 2016 thru February 28, 2017 and authorize County Judge to sign.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|---------|--------|-----------------|-------|------------------------------|--------|----------|------|------|
| ORDER | N | F | | Motion to approve report and | | W,O,N,F, | | |
| #17-089 | | | | authorize the Judge to sign | | EVV | | |
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[Clerk's note: Public hearing called for in Addendum item #1 held at this time in the meeting]

Martin Wardlaw, County Commissioner Pct. 1

13. Progress report on the Escondido, Rancho Del Rio Waterline Project.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|-------|--------|-----------------|-------|-----------------------------|--------|------|------|------|
| ORDER | | | | Mr. Carl Esser made a | | | | |
| # N/A | | | | progress report on project. | | | | |
| | | | | No action taken | | | | |
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14. Discussion and possible action on TxCDBG Initial Acquisition Report A600 for TxCDBG 713076 and authorize County Judge to sign.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|----------|--------|-----------------|-------|---------------------------------|--------|----------|------|------|
| ORDER | O | N | | Motion to accept Esser's report | | W,O,N, F | | |
| # 17-090 | | | | and authorize the Judge to sign | | EVV | | |
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15. Review and consideration of approval to policy manual change for base pay on new hires.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|-------|--------|-----------------|-------|-----------------|--------|------|------|------|
| ORDER | | | | | | | | |
| # N/A | | | | NO ACTION | | | | |
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16. Review and consideration of approval to policy manual change for the Travel Policy.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|----------|--------|-----------------|-------|--------------------------------|--------|---------|------|------|
| ORDER | W | O | | Motion to approve as presented | | W, O, F | N | |
| # 17-091 | | | | | | EVV | | |
| | | | | | | | | |
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17. Discussion and possible action on approval for Fuel Credit Card for Mario Cervantes, Foreman for Precinct 1.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|----------|--------|-----------------|-------|-------------------------------|--------|------------|------|------|
| ORDER | W | N | | Motion to approve (PICO) fuel | | W, O, N, F | | |
| # 17-092 | | | | card for Mario Cervantes | | EVV | | |
| | | | | Foreman for Prct. #1. | | | | |
| | | | | | | | | |
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18. Discussion and possible action on Friends of the Library donation/Mike Coplan.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|----------|--------|-----------------|-------|--------------------------------------|--------|---------|------|------|
| ORDER | W | N | | Motion to accept \$18,000 donation | | W,O,N,F | | |
| # 17-093 | | | | for the library to be spent for fire | | EVV | | |
| | | | | proof glass (\$8,000) and | | | | |
| | | | | Landscaping (\$10,000). | | | | |
| | | | | | | | | |

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM WARDLAW=W; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

Lewis G. Owens Jr., County Commissioner Pct. 2

19. Discussion and possible action on plans and specs for TxCDBG 7215499 San Felipe Pastures Waterline Project, and schedule bid opening for April 4th at 2:30pm (materials only). Publish bid advertisement notice March 16 & March 23 in DRNH.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|----------|--------|-----------------|-------|------------------------------|--------|------------|------|------|
| ORDER | O | F | | Motion to go out for bids on | | W, O, N, F | | |
| # 17-094 | | | | material only for San Felipe | | EVV | | |
| | | | | Pastures Waterline Project. | | | | |
| | | | | | | | | |
| | | | | | | | | |

20. Discussion and possible action on the lease agreement between Val Verde County and the Del Rio National Little league for use of baseball and softball fields.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|----------|--------|-----------------|-------|----------------------------------|--------|------------|------|------|
| ORDER | O | N | | Motion to approve for \$1,000.00 | | W, O, N, F | | |
| # 17-095 | | | | | | EVV | | |
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21. Discussion and possible action on the lease agreement between Val Verde County and the Del Rio 4x4 mud racing. Dates: (March 25, 2017, May 27, 2017, June 2, 2017, July 29, 2017, August 26, 2017 and October 21, 2017).

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|----------|--------|-----------------|-------|--------------------------------|--------|------------|------|------|
| ORDER | O | N | | Motion to table until after | | O, N, F, W | | |
| # 17-096 | | | | Executive session | | EVV | N | |
| ORDER | N | F | | Motion to approve as presented | | O, N, F, W | | |
| #17-097 | | | | | | EVV | | |
| | | | | | | | | |

22. Discussion and possible action on the lease agreement between Val Verde County and the 2nd Annual Autism awareness (April 7, & 8, 2017).

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|----------|--------|-----------------|-------|---------------------------------|--------|-------------|------|------|
| ORDER | O | N | | Motion to approve and waive fee | | W, O, N, F, | | |
| # 17-098 | | | | | | EVV | | |
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MOTION KEY: EFRAIN V VALDEZ= EVV; COMM WARDLAW=W; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

23. Discussion and possible action on a budget amendment to reclassify a position from light equipment operator to heavy equipment operator.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|---------|--------|-----------------|-------|-----------------------------------|--------|-----------|------|------|
| ORDER | O | W | | Motion to re-classify light | | W, O, EVV | | |
| #17-099 | | | | equipment operator position with | | N, F | | |
| | | | | base pay of \$24,000 to heavy | | | | |
| | | | | equipment operator at base pay of | | | | |
| | | | | \$27,000 | | | | |

24. Discussion and possible action on the lease agreement between the Val Verde County and the Border Youth Soccer league for the use soccer field located at Garza Ln.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|----------|--------|-----------------|-------|---------------------------------|--------|------|------|------|
| ORDER | N | O | | Motion to approve at no fee and | | | | |
| # 17-100 | | | | with proof of insurance | | | | |
| | | | | | | | | |
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25. Discussion and possible action on the lease agreement between Val Verde County and the Cadena Bull Riding benefit.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|----------|--------|-----------------|-------|--------------------------------------|--------|------------|------|------|
| ORDER | O | N | | Motion to approve, authorize | | W, O, N, F | | |
| # 17-101 | | | | Judge to sign as long as no conflict | | EVV | | |
| | | | | with other planned events | | | | |
| | | | | | | | | |
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Beau Nettleton, County Commissioner Pct. 3

26. Discussion and possible action regarding the Val Verde County Parks & Recreation Survey and allowing it to be placed on the Official County website in order to receive public input for the Val Verde County Parks & Recreation Master Plan.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|----------|--------|-----------------|-------|----------------------------------|--------|------------|------|------|
| ORDER | N | O | | Motion to authorize survey to be | | W, O, N, F | | |
| # 17-102 | | | | on county website to receive | | EVV | | |
| | | | | public input | | | | |
| | | | | | | | | |
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MOTION KEY: EFRAIN V VALDEZ= EVV; COMM WARDLAW=W; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

Gustavo Flores, County Commissioner Pct. 4

27. Discussion and possible action to raise the speed limit from duck pond road to Baja Street from 25 to 30 miles per hour.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|----------|--------|-----------------|-------|---------------------------------|--------|------------|------|------|
| ORDER | F | N | | Motion to raise the speed limit | | W, O, N, F | | |
| # 17-103 | | | | from 25 to 30 mph from Duck | | EVV | | |
| | | | | Pond Road to Baja Street, | | | | |
| | | | | effective today. | | | | |
| | | | | | | | | |

Generosa Gracia-Ramon, County Clerk

28. Discussion and possible action on the request by San Felipe Del Rio CISD for the use of the County Courthouse for the processing of election night results; the use of election equipment and supplies (i.e., Automarks, M100, etc.) in order to conduct the Saturday May 6, 2017, Bond Election.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|----------|--------|-----------------|-------|---------------------------------|--------|------------|------|------|
| ORDER | O | N | | Motion to approve as presented. | | W, O, N, F | | |
| # 17-104 | | | | | | EVV | | |
| | | | | | | | | |
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29. Ratification and approval of Bond Rider for Beatriz "Bea" Munoz, Tax Assessor Collector for January 2016 thru December 2020 (Bond pending from January 9, 2017 Meeting).

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|----------|--------|-----------------|-------|---------------------------------|--------|------------|------|------|
| ORDER | O | F | | Motion to approve as presented. | | W, O, N, F | | |
| # 17-105 | | | | | | EVV | | |
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Rogelio R. Musquiz Jr., County Purchasing Agent

30. Discussion and possible action regarding the solicitation of bids for the expansion construction of the community center.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|----------|--------|-----------------|-------|-----------------------------------|--------|------------|------|------|
| ORDER | F | N | | Motion to go out for bids for the | | W, O, N, F | | |
| # 17-106 | | | | Community Center expansion. | | EVV | | |
| | | | | | | | | |
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MOTION KEY: EFRAIN V VALDEZ= EVV; COMM WARDLAW=W; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

31. Discussion and possible action regarding the appointment to the selection committee for the sports complex RFQ.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|----------|--------|-----------------|-------|----------------------------------|--------|------------|------|------|
| ORDER | N | F | | Motion to approve a committee to | | W, O, N, F | | |
| # 17-107 | | | | be composed of Roy Musquiz , Jr | | EVV | | |
| | | | | Judge Valdez, | | | | |
| | | | | Commissioner Nettleton and | | | | |
| | | | | County Auditor, Matt Weingardt | | | | |

32. Discussion and possible action regarding authorization to request statements of Qualifications / proposals (RFQ/P's) for Engineering Service and Grant Administration Services for assistance in preparation of the proposed 2017-2018 Colonia Construction Fund Application to the Texas Department of Agriculture and appoint selection review committee.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|----------|--------|-----------------|-------|-----------------------------------|--------|------------|------|------|
| ORDER | N | F | | Motion to authorize RFQ/P's for | | W, O, N, F | | |
| # 17-108 | | | | engineering services and grant | | EVV | | |
| | | | | administration services for 2017- | | | | |
| | | | | 2018 Colonia Construction Fund | | | | |
| | | | | Application and have selection | | | | |
| | | | | review committee to be composed | | | | |
| | | | | by Roy Musquiz, Jr, | | | | |
| | | | | Commissioner Nettleton, | | | | |
| | | | | Carl Esser and Judge | | | | |
| | | | | Valdez. | | | | |

33. Discussion and possible action regarding the payment of executed purchases not complying with current purchasing policy.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|----------|--------|-----------------|-------|-------------------|--------|------------|------|------|
| ORDER | N | O | | Motion to approve | | W, O, N, F | | |
| # 17-109 | | | | | | EVV | | |
| | | | | | | | | |
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34. Discussion and possible action regarding Val Verde County Clerk's copier service options.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|----------|--------|-----------------|-------|--------------------------------|--------|------------|------|------|
| ORDER | W | O | | Motion to approve as presented | | W, O, N, F | | |
| # 17-110 | | | | | | EVV | | |
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MOTION KEY: EFRAIN V VALDEZ= EVV; COMM WARDLAW=W; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

35. Discussion and possible action on the ratification of additional Library Expansion line items.

| | | |
|------------------------------|-------------|-------------------------|
| Telephone Network Wiring | \$5,000.00 | Ramirez Communications |
| System Software | \$5,060.00 | Codeworks |
| Cabling, Loop Wraps, Ex. Dvd | \$1,500.00 | CDW and Bass Computers |
| Network Switches | \$8,583.32 | GCS Technologies |
| RFID Detection System | \$84,607.50 | Amigos Library Services |
| Soft Drop Boxes | \$1,976.15 | DEMCO Inc. |

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|----------|--------|-----------------|-------|--------------------------------|--------|------------|------|------|
| ORDER | N | F | | Motion to approve as presented | | W, O, N, F | | |
| # 17-111 | | | | | | EVV | | |
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36. Discussion and possible action regarding monitoring agreement with Sentry Security Service Company.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|----------|--------|-----------------|-------|---|--------|------------|------|------|
| ORDER | O | N | | Motion to approve 36 months agreement at \$40 a month, no | | W, O, N, F | | |
| # 17-112 | | | | interest with legal to review | | EVV | | |
| | | | | agreement | | | | |
| | | | | | | | | |
| | | | | | | | | |

Graciela Monday, County Librarian

37. Discussion and possible action regarding agreement for summer reading program John O'Bryant Educational School Magic show performer.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|----------|--------|-----------------|-------|---------------------------------|--------|------------|------|------|
| ORDER | N | O | | Motion to approve agreement and | | W, O, N, F | | |
| # 17-113 | | | | add subrogation clause | | EVV | | |
| | | | | | | | | |
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38. Discussion and possible action regarding agreement for summer reading program William A. Parker musical show performer.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|----------|--------|-----------------|-------|--------------------------------|--------|------------|------|------|
| ORDER | N | O | | Motion to approve as presented | | W, O, N, F | | |
| # 17-114 | | | | | | EVV | | |
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MOTION KEY: EFRAIN V VALDEZ= EVV; COMM WARDLAW=W; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

Joe Frank Martinez, County Sheriff**39. Discussion and possible action on the salary for the Chief Deputy position.**

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|----------|--------|-----------------|-------|------------------------------------|--------|------------|------|------|
| ORDER | N | F | | Motion to approve salary increase | | W, O, N, F | | |
| # 17-115 | | | | for the Chief Deputy position from | | EVV | | |
| | | | | current \$53,319 to \$56,319 | | | | |
| | | | | | | | | |
| | | | | | | | | |

40. Discussion and possible action authorizing Sheriff Joe Frank Martinez to apply for and accept the 2017 Operation Stonegarden (OPSG) grant; to include the Resolution.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|----------|--------|-----------------|-------|--------------------------------|--------|------------|------|------|
| ORDER | O | F | | Motion to approve as presented | | W, O, N, F | | |
| # 17-116 | | | | | | EVV | | |
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41. Discussion and possible action authorizing Sheriff Joe Frank Martinez to accept a 16' flatbed Big Tex trailer, donated to the Val Verde Sheriff's Office by Mr. Jeff Fenton of Precision Pipeline LLC.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|----------|--------|-----------------|-------|--------------------------------|--------|------------|------|------|
| ORDER | O | N | | Motion to approve as presented | | W, O, N, F | | |
| # 17-117 | | | | | | EVV | | |
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42. Discussion and possible action authorizing Sheriff Joe Frank Martinez to replace the county credit card from Michael Gullede to Douglas Spielman.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|----------|--------|-----------------|-------|--------------------------------|--------|------------|------|------|
| ORDER | N | F | | Motion to approve as presented | | W, O, N, F | | |
| # 17-118 | | | | | | EVV | | |
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Jerry Rust, County Fire Chief**43. Discussion and possible action to accept a donation in the amount of \$500.00 from George Wardlaw to be placed in the Fire Department Special Account.**

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|----------|--------|-----------------|-------|--------------------------------|--------|------------|------|------|
| ORDER | N | O | | Motion to approve as presented | | W, O, N, F | | |
| # 17-119 | | | | | | EVV | | |
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MOTION KEY: EFRAIN V VALDEZ= EVV; COMM WARDLAW=W; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

Michael Bagley, District Attorney

44. Discussion and possible action to approve of a line item budget adjustment for the District Attorney's Office to increase the yearly salary for the Border Prosecutor from \$36,500.00 to the new amount of \$83,500.00 effective February 1st, 2017 including any and all fringe benefits, supplies, and/or training expense covered by the existing grant previously approved for \$115,000.00.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|----------|--------|-----------------|-------|--------------------------------|--------|------------|------|------|
| ORDER | N | F | | Motion to approve as presented | | W, O, N, F | | |
| # 17-120 | | | | | | EVV | | |
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45. Discussion and possible action to approve of hiring Mrs. F. Gail Schroeter as the new Border Prosecutor/Assistant District Attorney with the District Attorney's Office at the yearly salary of \$83,500.00 with all fringe benefits, supplies, and/or training expenses covered by the existing grant of \$115,000.00. Mr. Charles D. Mee was terminated by the previous District Attorney, Mr. Fred Hernandez.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|----------|--------|-----------------|-------|--------------------------------|--------|------------|------|------|
| ORDER | O | N | | Motion to approve as presented | | W, O, N, F | | |
| # 17-121 | | | | | | EVV | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

46. Discussion and possible action to approve of allowing Mrs. F. Gail Schroeter to attend the Border Prosecution Unit Regional Seminar in Alpine Texas at SRSU on April 26th, 2017 to April 27th, 2017 including the expenditure of the necessary funds for her travel, hotel and/or meal expenses.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|----------|--------|-----------------|-------|--------------------------------|--------|------------|------|------|
| ORDER | N | F | | Motion to approve as presented | | W, O, N, F | | |
| # 17-122 | | | | | | EVV | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM WARDLAW=W; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

47. Discussion and possible action to approve of paying the second (2nd) quarter contribution to the District Attorney's Office in the total of \$99,601.91 for the fiscal year 2016-2017 as previously approved by the Commissioner's Court. Check and funds to be made payable to the Val Verde County Treasurer's Office c/o Mr. Aaron Rodriguez for the sole use and benefit of the District Attorney's Office for payroll purposes including health insurance, retirement benefits and other related employment benefits and expenses as well as training and supplies.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|----------|--------|-----------------|-------|--------------------------------|--------|------------|------|------|
| ORDER | O | N | | Motion to table and have Judge | | W, O, N, F | | |
| # 17-123 | | | | meet with DA and report to the | | EVV | | |
| | | | | court | | | | |
| | | | | | | | | |
| | | | | | | | | |

48. Discussion and possible action to approve of accepting the following monetary amounts from the District's Attorney's Office for the continued operation of the remaining 2016-2017 fiscal year:

- A.) \$105,398.09 received on October 14th, 2016 from Val Verde County of Fiscal Year 2016-2017 in kind contribution.
- B.) \$28,744.93 received on October 18th, 2016 from Kinney County for Fiscal Year 2016-2017 in kind contribution.
- C.) \$466.62 received on November 30th, 2016 from Health Care Service Corporation for former employee.
- D.) \$466.62 received December 1st, 2016 from Health Care Service Corporation for former employee.
- E.) \$13,858.00 received on January 10th, 2017 from Terrell County for 1st & 2nd quarterly payments. Two (2) payments remaining in the amount of \$6,929.00 each.
- F.) \$465.94 received on January 18th, 2017 from Health Care Service Corporation for reimbursement for former employee COBRA coverage.
- G.) \$466.62 received on January 30th, 2017 from Health Care Service Corporation for reimbursement for former employee COBRA coverage.
- H.) \$15,000.00 received on January 30th, 2017 from the Texas Comptroller's Officer for a salary supplement/Apportionment.
- Total Amount = \$164,866.82**

To be used for the sole use and benefit of the District Attorney's Office for payroll purposes including health insurance, retirement benefits and other related employment benefits and expenses as well as training and supplies.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|----------|--------|-----------------|-------|--------------------------------|--------|------------|------|------|
| ORDER | N | F | | Motion to approve as presented | | W, O, N, F | | |
| # 17-124 | | | | | | EVV | | |

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM WARDLAW=W; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

49. Discussion and possible action to approve and/or adopt a Resolution and Order reinstating the District Attorney's Office's employees as County Employees at their current respective salaries with their fringe, benefits including health insurance and/or retirement benefits effective immediately. Interlocal Governmental Agreement would also be an option.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|----------|--------|-----------------|-------|-------------------------------|--------|------------|------|------|
| ORDER | O | N | | Motion to table and authorize | | W, O, N, F | | |
| # 17-125 | | | | Judge to negotiate with DA | | EVV | | |
| | | | | | | | | |
| | | | | | | | | |

50. Discussion and possible action to approve a county credit card for Mrs. F. Gail Schroeter connected to the Grant Funds available under the existing grant for \$115,000.00.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|----------|--------|-----------------|-------|--------------------------------|--------|------------|------|------|
| ORDER | O | N | | Motion to approve as presented | | W, O, N, F | | |
| # 17-126 | | | | | | EVV | | |
| | | | | | | | | |
| | | | | | | | | |

51. Discussion and possible action to approve of a Resolution adopting the new grant proposal for the Border Prosecutor Unit in the amount of \$187,000.00. Proposed Grant was approved by the Grant Review Committee on February 28th, 2017. Proposed Resolution attached.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|----------|--------|-----------------|-------|--------------------------------|--------|------------|------|------|
| ORDER | N | F | | Motion to approve as presented | | W, O, N, F | | |
| # 17-127 | | | | | | EVV | | |
| | | | | | | | | |
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52. Discussion and possible action to approve of installing new front doors for the District Attorney's Office.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|----------|--------|-----------------|-------|--------------------------------|--------|------------|------|------|
| ORDER | | | | Motion to approve as presented | | W, O, N, F | | |
| # 17-128 | | | | | | EVV | | |
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MOTION KEY: EFRAIN V VALDEZ= EVV; COMM WARDLAW=W; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

53. Discussion and possible action to approve of installing a sign/signs for the District Attorney's Office either on the building and/or in the front yard/entrance.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | No es | Abst |
|----------|--------|-----------------|-------|--------------------------------|--------|------------|----------|------|
| ORDER | O | N | | Motion to approve as requested | | W, O, N, F | | |
| # 17-129 | | | | and DA to pay for the sign | | EVV | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

Gail Schroeter, Assistant District Attorney

54. Discussion and possible action on approving a Resolution to apply for the Border Prosecution Grant.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|-------|--------|-----------------|-------|-----------------|--------|------|------|------|
| ORDER | | | | No Action | | | | |
| N/A | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

Aaron Rodriguez, County Treasurer

55. Monthly Treasurer's Report.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|----------|--------|-----------------|-------|--------------------------------|--------|------------|------|------|
| ORDER | N | F | | Motion to approve as presented | | W, O, N, F | | |
| # 17-130 | | | | | | EVV | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

56. Discussion and possible action to approved a resolution adopting County Investment Policy with new members appointed through end of FY 16/17.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|----------|--------|-----------------|-------|--------------------------------|--------|------------|------|------|
| ORDER | N | O | | Motion to approve as presented | | W, O, N, F | | |
| # 17-131 | | | | | | EVV | | |
| | | | | | | | | |
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| | | | | | | | | |

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM WARDLAW=W; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

Juanita Barrera, County HR Director

57. HR Monthly Report.

- A. Joe Frank Martinez, Sheriff, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to Brenda Garcia, Telecommunications Opr. with an annual salary of \$24,000.00 effective February 20, 2017. Ms. Garcia is replacing Jennifer DeHaan who resigned.

- B. Joe Frank Martinez, Sheriff, requesting that Mr. Matthew Weingardt, County Auditor stop issuing checks to Michael Gulledge, Chief Deputy, effective February 24, 2017. Mr. Gulledge resigned.

- C. Joe Frank Martinez, Sheriff, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to Douglas Spielman, Chief Deputy with an annual salary of \$56,131.19 effective March 01, 2017. Mr. Spielman is replacing Michael Gulledge who resigned.

- D. Lewis Owens, Commissioner Pct. 2, requesting that Mr. Matthew Weingardt, County Auditor stop issuing checks to Miguel Cedillo, Building Maintenance Worker, effective February 22, 2017. Mr. Cedillo resigned.

- E. Graciela Monday, Librarian, requesting that Mr. Matthew Weingardt, County Auditor stop issuing checks to Heriberto Sanchez, Maintenance Worker, effective February 282, 2017. Mr. Sanchez retired.

- F. Graciela Monday, Librarian, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to Rene Castaneda, Maintenance Worker with an annual salary of \$21,450.00 effective March 01, 2017. Mr. Castaneda is replacing Heriberto Sanchez who retired.

- G. Jerry Rust, Fire Chief, requesting that Mr. Matthew Weingardt, County Auditor stop issuing checks to Jose Barragan, Fire Fighter, effective March 01, 2017. Mr. Barragan was terminated.

- H. Robert Nettleton, Commissioner Pct. 3, requesting that Mr. Matthew Weingardt, County Auditor stop issuing checks to Roberto Rivera, Lt. Equipment Operator, effective March 02, 2017. Mr. Rivera retired.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|----------|--------|-----------------|-------|--------------------------------|--------|------------|------|------|
| ORDER | N | F | | Motion to approve as presented | | W, O, N, F | | |
| # 17-132 | | | | | | EVV | | |
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MOTION KEY: EFRAIN V VALDEZ= EVV; COMM WARDLAW=W; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

Matthew Weingardt, County Auditor

58. Monthly Auditor's Report.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|-------|--------|-----------------|-------|------------------------|--------|------|------|------|
| ORDER | | | | Report Only- No Action | | | | |
| N/A | | | | | | | | |
| | | | | | | | | |
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Ana Markowski Smith, County Attorney

59. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(1)(A), attorney/client consultation regarding contemplated litigation and possible action in open session thereafter.
60. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(2), consultation which is governed by the attorney/client privilege and possible action in open session thereafter.
61. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(1)(A), attorney/client consultation regarding pending litigation, Cause No. 32992; In the 63rd Judicial District Court; Val Verde County, Texas, Janet Puente, Individually and as Next Friend of Alfredo Miranda, Jr., a minor vs. Val Verde County, and possible action in open session thereafter.
62. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.074(a)(1) to deliberate the appointment, employment, evaluation, duties, discipline, or dismissal of Douglas Speilman a public officer or employee and possible action in open session thereafter.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|-------|--------|-----------------|-------|------------------------------|--------|------|------|------|
| ORDER | | | | No action taken in Executive | | | | |
| N/A | | | | Session | | | | |
| | | | | | | | | |
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MOTION KEY: EFRAIN V VALDEZ= EVV; COMM WARDLAW=W; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

Efrain Valdez, County Judge**63. Discussion and possible action on presentation by Manuel Mendez regarding special accounts.**

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|-------|--------|-----------------|-------|---|--------|------|------|------|
| ORDER | | | | Mr. Mendez's presentation began in Next | | | | |
| N/A | | | | Executive Session and followed in open | | | | |
| | | | | session by recommendation that the next | | | | |
| | | | | phase look at fees collected in | | | | |
| | | | | Statuary Requirements and what fees are | | | | |
| | | | | Optional. | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

Commissioners Court reserves the right to hear any of the above agenda items that qualify for an executive session in an executive session by publicly announcing the applicable section number of the Open Meetings Act (Chapter 551 of the Texas Government Code) that justifies executive session treatment.

Executive Session items that may result in action in open session thereafter;

| |
|--|
| EXECUTIVE SESSION: _____ x _____ §551.071(1) (A) _____ x _____ §551.0714(a)(1) _____ x _____ §551.071(2) _____ §551.071(1) (B) _____ 551.072 _____ |
| OTHER _____ BEGAN @ _____ 10:28 a.m. _____ ENDED @ _____ 1:32 p.m. _____ BREAK @ _____ RESUMED @ _____ ACTION _____ AFTER EX: _____ None _____ |

65. Approve Certificates of Compliance.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|-------|--------|-----------------|-------|-----------------|--------|------|------|------|
| ORDER | | | | None Presented | | | | |
| N/A | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

66. Approve monthly reports from elected officials.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|-----------|--------|-----------------|-------|--------------------------------|--------|------------|------|------|
| ORDER | N | F | | Motion to approve as presented | | W, O, N, F | | |
| # 17- 133 | | | | | | EVV | | |
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MOTION KEY: EFRAIN V VALDEZ= EVV; COMM WARDLAW=W; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

67. Approve bills for payment.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|----------|--------|-----------------|-------|--------------------------------|--------|------------|------|------|
| ORDER | N | F | | Motion to approve as presented | | W, O, N, F | | |
| # 17-134 | | | | | | EVV | | |

68. Elected officials' comments.

69. Judge's comments

70. Adjourn. 1:32 pm

AGENDA/NOTICE

VAL VERDE COUNTY COMMISSIONERS COURT

ADDENDUM PUBLIC HEARING

[Clerk's note: Public hearing held after agenda item #12]

March 13, 2017 @ 9:15 a.m.

County Court at Law Building 207B E. Losoya St., Del Rio, Texas

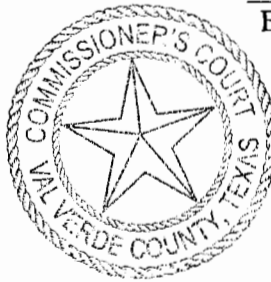
1. Roger Cerny, holding Public Hearing regarding the re-plating of Lot 2 of the Chaparral Estates Subdivision.

| | Motion | 2 nd | Amend | Amendment/Notes | Accept | Ayes | Noes | Abst |
|-------|--------|-----------------|-------|--|--------|------|------|------|
| ORDER | | | | Hearing to modify Chaparral Hills was called to order at 9:15 AM | | | | |
| N/A | | | | and closed at 9:20 AM. No comments were made. | | | | |
| | | | | Commissioner Flores abstained from participating. | | | | |
| | | | | | | | | |

The foregoing record in Volume 48, pages 255-422, inclusive, was on this 10th day of April A. D. 2017, read and APPROVED.

ATTEST:

Generosa Gracia Ramon
GENEROSA GRACIA RAMON
COUNTY CLERK



Efrain Valdez
Efrain Valdez, County Judge
Val Verde County, Texas

MOTION KEY: EFRAIN V VALDEZ= EVV; COMM WARDLAW=W; COMM OWENS=O; COMM NETTLETON=N; COMM FLORES=F

County of Val Verde



Efrain V. Valdez

County Judge

P.O. Box 4250
Del Rio, TX 78841
Email: evaldez@valverdecountry.org

Phone (830) 774-7501
Fax (830) 775-9406

AGENDA/NOTICE

VAL VERDE COUNTY COMMISSIONERS COURT
March 2017 REGULAR TERM

**Old County Court at Law
207 B East Losoya Street
Del Rio, TX**

March 13, 2017 at 9:00 AM

1. Call to order.
2. Determination that a quorum is present.
3. Pledge of allegiance.
4. Approval of minutes from previous meetings.
5. Citizen's Comments.

**NOTICE IS HEREBY GIVEN TO THE PUBLIC THAT THE FOLLOWING ITEMS
WILL BE DISCUSSED AND POSSIBLE ACTION MAY BE TAKEN BY THE VAL
VERDE COUNTY COMMISSIONERS COURT:**

Efrain Valdez, County Judge

6. Progress report for DEAAG grant – LAFB West Gate.

7. Discussion and possible action regarding the Library Project.
8. Discussion and possible action on change order # 6 and #7 for Val Verde County Library expansion project and authorize County Judge to sign.
9. Discussion and possible action on approval of property lease between Val Verde County and the District Attorney's office.
10. Discussion and possible action regarding the appointment of Eloy Padilla as ADA Coordinator with instructions that his name be included on the county website and wherever the identification of the ADA Coordinator is required.
11. Discussion and possible action to authorize Signatory designation Resolution and form, Labor Standard Officer Appointment, Civil Right Officer Appointment, Proclamation March as Fair Housing Month, Initial Acquisition report, and schedule 4 month conference call as required per Val Verde Contract TxCDBG 7216075 guidelines.
12. Discussion and possible action on the Defense Economic Adjustment Assistance Grant (DEAAG) quarterly report for period December 1, 2016 thru February 28, 2017 and authorize County Judge to sign.

Martin Wardlaw, County Commissioner Pct. 1

13. Progress report on the Escondido, Rancho Del Rio Waterline Project.
14. Discussion and possible action on TxCDBG Initial Acquisition Report A600 for TxCDBG 713076 and authorize County Judge to sign.
15. Review and consideration of approval to policy manual change for base pay on new hires.
16. Review and consideration of approval to policy manual change for the Travel Policy.
17. Discussion and possible action on approval for Fuel Credit Card for Mario Cervantes, Foreman for Precinct 1.

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18. Discussion and possible action on Friends of the Library donation/Mike Coplan.

Lewis G. Owens Jr., County Commissioner Pct. 2

19. Discussion and possible action on plans and specs for TxCDBG 7215499 San Felipe Pastures Waterline Project, and schedule bid opening for April 4th at 2:30pm (materials only). Publish bid advertisement notice March 16 & March 23 in DRNH.
20. Discussion and possible action on the lease agreement between Val Verde County and the Del Rio National Little league for use of baseball and softball fields.
21. Discussion and possible action on the lease agreement between Val Verde County and the Del Rio 4x4 mud racing. Dates: (March 25, 2017, May 27, 2017, June 2, 2017, July 29, 2017, August 26, 2017 and October 21, 2017).
22. Discussion and possible action on the lease agreement between Val Verde County and the 2nd Annual Autism awareness (April 7, & 8, 2017).
23. Discussion and possible action on a budget amendment to reclassify a position from light equipment operator to heavy equipment operator.
24. Discussion and possible action on the lease agreement between the Val Verde County and the Border Youth Soccer league for the use soccer field located at Garza Ln.
25. Discussion and possible action on the lease agreement between Val Verde County and the Cadena Bull Riding benefit.

Beau Nettleton, County Commissioner Pct. 3

26. Discussion and possible action regarding the Val Verde County Parks & Recreation Survey and allowing it to be placed on the Official County website in order to receive public input for the Val Verde County Parks & Recreation Master Plan.

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Gustavo Flores, County Commissioner Pct. 4

27. Discussion and possible action to raise the speed limit from duck pond road to Baja Street from 25 to 30 miles per hour.

Generosa Gracia-Ramon, County Clerk

28. Discussion and possible action on the request by San Felipe Del Rio CISD for the use of the County Courthouse for the processing of election night results; the use of election equipment and supplies (i.e., Automarks, M100, etc.) in order to conduct the Saturday May 6, 2017, Bond Election.
29. Ratification and approval of Bond Rider for Beatriz "Bea" Munoz, Tax Assessor Collector for January 2016 thru December 2020 (Bond pending from January 9, 2017 Meeting).

Rogelio R. Musquiz Jr., County Purchasing Agent

30. Discussion and possible action regarding the solicitation of bids for the expansion construction of the community center.
31. Discussion and possible action regarding the appointment to the selection committee for the sports complex RFQ.
32. Discussion and possible action regarding authorization to request statements of Qualifications / proposals (RFQ/P's) for Engineering Service and Grant Administration Services for assistance in preparation of the proposed 2017-2018 Colonia Construction Fund Application to the Texas Department of Agriculture and appoint selection review committee.
33. Discussion and possible action regarding the payment of executed purchases not complying with current purchasing policy.
34. Discussion and possible action regarding Val Verde County Clerk's copier service options.

P.O. Box 4250 • Del Rio, TX 78841

35. Discussion and possible action on the ratification of additional Library Expansion line items.

| | | |
|------------------------------|-------------|-------------------------|
| Telephone Network Wiring | \$5,000.00 | Ramirez Communications |
| System Software | \$5,060.00 | Codeworks |
| Cabling, Loop Wraps, Ex. Dvd | \$1,500.00 | CDW and Bass Computers |
| Network Switches | \$8,583.32 | GCS Technologies |
| RFID Detection System | \$84,607.50 | Amigos Library Services |
| Soft Drop Boxes | \$1,976.15 | DEMCO Inc. |

36. Discussion and possible action regarding monitoring agreement with Sentry Security Service Company.

Graciela Monday, County Librarian

37. Discussion and possible action regarding agreement for summer reading program John O'Bryant Educational School Magic show performer.
38. Discussion and possible action regarding agreement for summer reading program William A. Parker musical show performer.

Joe Frank Martinez, County Sheriff

39. Discussion and possible action on the salary for the Chief Deputy position.
40. Discussion and possible action authorizing Sheriff Joe Frank Martinez to apply for and accept the 2017 Operation Stonegarden (OPSG) grant; to include the Resolution.
41. Discussion and possible action authorizing Sheriff Joe Frank Martinez to accept a 16' flatbed Big Tex trailer, donated to the Val Verde Sheriff's Office by Mr. Jeff Fenton of Precision Pipeline LLC.
42. Discussion and possible action authorizing Sheriff Joe Frank Martinez to replace the county credit card from Michael Gullede to Douglas Spielman.

Jerry Rust, County Fire Chief

43. Discussion and possible action to accept a donation in the amount of \$500.00 from George Wardlaw to be placed in the Fire Department Special Account.

Michael Bagley, District Attorney

44. Discussion and possible action to approve of a line item budget adjustment for the District Attorney's Office to increase the yearly salary for the Border Prosecutor from \$36,500.00 to the new amount of \$83,500.00 effective February 1st, 2017 including any and all fringe benefits, supplies, and/or training expense covered by the existing grant previously approved for \$115,000.00.
45. Discussion and possible action to approve of hiring Mrs. F. Gail Schroeter as the new Border Prosecutor/Assistant District Attorney with the District Attorney's Office at the yearly salary of \$83,500.00 with all fringe benefits, supplies, and/or training expenses covered by the existing grant of \$115,000.00. Mr. Charles D. Mee was terminated by the previous District Attorney, Mr. Fred Hernandez.
46. Discussion and possible action to approve of allowing Mrs. F. Gail Schroeter to attend the Border Prosecution Unit Regional Seminar in Alpine Texas at SRSU on April 26th, 2017 to April 27th, 2017 including the expenditure of the necessary funds for her travel, hotel and/or meal expenses.
47. Discussion and possible action to approve of paying the second (2nd) quarter contribution to the District Attorney's Office in the total of \$99,601.91 for the fiscal year 2016-2017 as previously approved by the Commissioner's Court. Check and funds to be made payable to the Val Verde County Treasurer's Office c/o Mr. Aaron Rodriguez for the sole use and benefit of the District Attorney's Office for payroll purposes including health insurance, retirement benefits and other related employment benefits and expenses as well as training and supplies.
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52. Discussion and possible action to approve of installing new front doors for the District Attorney's Office.

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53. Discussion and possible action to approve of installing a sign/signs for the District Attorney's Office either on the building and/or in the front yard/entrance.

Gail Schroeter, Assistant District Attorney

54. Discussion and possible action on approving a Resolution to apply for the Border Prosecution Grant.

Aaron Rodriguez, County Treasurer

55. Monthly Treasurer's Report.
56. Discussion and possible action to approved a resolution adopting County Investment Policy with new members appointed through end of FY 16/17.

Juanita Barrera, County HR Director

57. HR Monthly Report.
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 - C. Joe Frank Martinez, Sheriff, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to Douglas Spielman, Chief Deputy with an annual salary of \$56,131.19 effective March 01, 2017. Mr. Spielman is replacing Michael Gullledge who resigned.
 - D. Lewis Owens, Commissioner Pct. 2, requesting that Mr. Matthew Weingardt, County Auditor stop issuing checks to Miguel Cedillo, Building Maintenance Worker, effective February 22, 2017. Mr. Cedillo resigned.

- E. Graciela Monday, Librarian, requesting that Mr. Matthew Weingardt, County Auditor stop issuing checks to Heriberto Sanchez, Maintenance Worker, effective February 282, 2017. Mr. Sanchez retired.
- F. Graciela Monday, Librarian, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to Rene Castaneda, Maintenance Worker with an annual salary of \$21,450.00 effective March 01, 2017. Mr. Castaneda is replacing Heriberto Sanchez who retired.
- G. Jerry Rust, Fire Chief, requesting that Mr. Matthew Weingardt, County Auditor stop issuing checks to Jose Barragan, Fire Fighter, effective March 01, 2017. Mr. Barragan was terminated.
- H. Robert Nettleton, Commissioner Pct. 3, requesting that Mr. Matthew Weingardt, County Auditor stop issuing checks to Roberto Rivera, Lt. Equipment Operator, effective March 02, 2017. Mr. Rivera retired.

Matthew Weingardt, County Auditor

- 58. Monthly Auditor's Report.

Ana Markowski Smith, County Attorney

- 59. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(1)(A), attorney/client consultation regarding contemplated litigation and possible action in open session thereafter.
- 60. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(2), consultation which is governed by the attorney/client privilege and possible action in open session thereafter.
- 61. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(1)(A), attorney/client consultation regarding pending litigation, Cause No. 32992; In the 63rd Judicial District Court; Val Verde County, Texas, Janet Puente, Individually and as Next Friend of Alfredo Miranda, Jr., a minor vs. Val Verde County, and possible action in open session thereafter.
- 62. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.074(a)(1) to deliberate the appointment, employment, evaluation, duties, discipline, or dismissal of Douglas Speilman a public officer or employee and possible action in open session thereafter.

P.O. Box 4250 • Del Rio, TX 78841

Efrain Valdez, County Judge

63. Discussion and possible action on presentation by Manuel Mendez regarding special accounts.

Commissioners Court reserves the right to hear any of the above agenda items that qualify for an executive session in an executive session by publicly announcing the applicable section number of the Open Meetings Act (Chapter 551 of the Texas Government Code) that justifies executive session treatment.

Executive Session items that may result in action in open session thereafter;

64. Approve subdivision plats.

65. Approve Certificates of Compliance.

66. Approve monthly reports from elected officials.

67. Approve bills for payment.

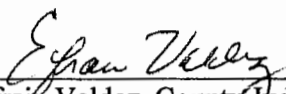
68. Elected officials' comments.

69. Judge's comments

70. Adjourn.


P.O. Box 4250 • Del Rio, TX 78841

Our next Regular Commissioners Court Meeting will be April 10, 2017, @ 9:00 a.m.; **Agenda Items are due Wednesday, April 5, 2017 @ 12: 00 noon.**


Efram Valdez, County Judge
Val Verde County, Texas

**THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN BOARD ON
March 9, 2017: AT 3:33 AM/PM**

FILED

2017 MAR - 9 P 3:33
GENERAL COUNCIL CLERK
VAL VERDE COUNTY CLERK
BY  DEPUTY

P.O. Box 4250 • Del Rio, TX 78841

CERTIFICATE

I, the undersigned County Clerk, do hereby certify that the above **AGENDA/NOTICE/ADDENDUM** of the Val Verde County Commissioner's Court is a true and correct copy of the **AGENDA/NOTICE/ADDENDUM** as posted on the courthouse door of Val Verde County, at a place readily accessible to the general public at all times on the 9th day of MARCH, 2017, at 3:33 o'clock p. m. and said **AGENDA/NOTICE/ADDENDUM** remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.




Generosa Gracia-Ramon
Val Verde County Clerk

County of Val Verde



Efrain V. Valdez
County Judge

P.O. Box 4250
Del Rio, TX 78841
Email: evaldez@valverdecountry.org

2017 MAR 10 AM 8:46

GENEROUSA GRACIA RAMON
VAL VERDE COUNTY CLERK

BY LM Phone (830) 774-7501
Fax (830) 775-9406

AGENDA/NOTICE

VAL VERDE COUNTY COMMISSIONERS COURT

ADDENDUM

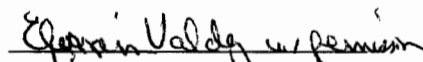
PUBLIC HEARING

March 13, 2017 @ 9:15 a.m.

County Court at Law Building 207B E. Losoya St.
Del Rio, Texas

1. Roger Cerny, holding Public Hearing regarding the re-plating of Lot 2 of the Chaparral Estates Subdivision.

Commissioners Court reserves the right to hear any of the above agenda items that qualify for an executive session in an executive session by publicly announcing the applicable section number of the Open Meetings Act (Chapter 551 of the Texas Government Code) that justifies executive session treatment.


Efrain Valdez, County Judge
Val Verde County, TX

THIS NOTICE OF THE AGENDA WAS POSTED ON THE BULLETIN BOARD ON: Friday, March 10, 2017 at 8:46 AM

CERTIFICATE

I, the undersigned County Clerk, do hereby certify that the above **AGENDA/NOTICE/ADDENDUM** of the Val Verde County Commissioner's Court is a true and correct copy of the **AGENDA/NOTICE/ADDENDUM** as posted on the courthouse door of Val Verde County, at a place readily accessible to the general public at all times on the 10th day of MARCH, 2017, at 8:45 o'clock a. m. and said **AGENDA/NOTICE/ADDENDUM** remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.




Generosa Gracia-Ramon
Val Verde County Clerk



COMMISSIONER'S COURT MINUTES

FEBRUARY 13TH SPECIAL TERM, A.D. 2017

1. **CALL TO ORDER.**
2. **DETERMINATION THAT A QUORUM IS PRESENT:**

BE IT REMEMBERED that on this the 13TH day of February A.D. 2017 at 9:00 o'clock A.M., after due notice was given by posting of the attached Agenda; the Honorable Val Verde County Commissioners' Court convened in **REGULAR SESSION**. The meeting was called to order, the following members being present and constituted a quorum: Efrain V. Valdez, County Judge, Presiding; Martin Wardlaw, Commissioner of Precinct No. 1; Lewis Owens, Commissioner of Precinct No. 2; Robert "LeBeau" Nettleton; Commissioner of Precinct No. 3; Gustavo Flores, Commissioner of Precinct No. 4; and Generosa Gracia-Ramon, County Clerk; when the following proceeding was had to wit:

3. The Court recited the Pledge of Allegiance to the Flag.
4. Approval of minutes from previous meetings.

January 9th, 2017 meeting No Corrections
February 1st, 2017 meeting - No Corrections

| ORDER # | N | F | Amendment/Notes | W | O | N | F | E | W |
|---------|---|---|---------------------------------|---|---|---|---|---|---|
| 17-435 | | | Motion to approve as presented. | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

5. **Citizen's Comments.**

(1) Roger Cerny- Illegal dumping
(2) Mr. Robertson regarding Library reopening.

MOTION KEY:

EFRAIN V VALDEZ= EVV
COMM WARDLAW=W
COMM OWENS=O
COMM NETTLETON=N
COMM FLORES= F

QUORUM

☒ COUNTY JUDGE
☒ Judge's Staff
☒ Judge's Staff
☒ COMM. PRCT# 1
☒ COMM. PRCT# 2
☒ COMM. PRCT# 3
☒ COMM. PRCT# 4

ATTENDING

COUNTY STAFF/DEPTS:

☒ COUNTY ATTY
☒ COUNTY ATTY STAFF
☒ COUNTY ATTY STAFF
☒ DISTRICT CLERK
☒ IT
☒ SHERIFF
☒ SHERIFF'S STAFF
☒ AUDITOR
☒ TREASURER
☒ PURCHASING
☒ HR
☒ TAX COLLECTOR
☒ RISK MGMT
☐ FIRE DEPT
☐ EMERGENCY MGMT
☐ JP #1
☐ JP #2
☒ JP #3
☒ JP #4
☐ OTHER

NOTICE IS HEREBY GIVEN TO THE PUBLIC THAT THE FOLLOWING ITEMS WILL BE DISCUSSED AND POSSIBLE ACTION MAY BE TAKEN BY THE VAL VERDE COUNTY COMMISSIONERS COURT:

Efrain Valdez, County Judge

6. Discussion and possible action on approving payment for the Texas Department of Transportation invoice in the amount of \$188,351.42.

| | Motion | 2nd | Amend | Amendment/Notes | Accept | AYES | NOES | ABST |
|---------|--------|-----|-------|--------------------------------|--------|----------------|------|------|
| ORDER | F | O | | Motion to approve as presented | | F, N, O, W, EW | | |
| #17-036 | | | | | | | | |

7. Progress report for DEAAG grant – LAFB West Gate.

| | Motion | 2nd | Amend | Amendment/Notes | Accept | AYES | NOES | ABST |
|-------|--------|-----|-------|-------------------------|--------|------|------|------|
| ORDER | | | | No Action - Report Only | | | | |
| N/A | | | | | | | | |

8. Consider and act upon request from Charles Willis & Associates, Inc. to amend original contract budget for the DEAAG grant-LAFB West Gate project.

| | Motion | 2nd | Amend | Amendment/Notes | Accept | AYES | NOES | ABST |
|---------|--------|-----|-------|--------------------------------|--------|----------------|------|------|
| ORDER | N | W | | Motion to approve as presented | | F, N, O, W, EW | | |
| #17-037 | | | | | | | | |

9. Consider and act upon scheduling public hearing for proposed 2017/2018 TxCDBG Colonia Construction Fund application to the Texas Department of Agriculture.

| | Motion | 2nd | Amend | Amendment/Notes | Accept | AYES | NOES | ABST |
|---------|--------|-----|-------|---|--------|----------------|------|------|
| ORDER | N | F | | Motion to approve to hold a public meeting on Wednesday | | F, N, O, W, EW | | |
| #17-038 | | | | March 1, 2017 at CCAL at 5:15 P.M. | | | | |

10. Discussion and possible action to appoint an Elected Official for the Grant Committee and Policy Review Committee.

| | Motion | 2nd | Amend | Amendment/Notes | Accept | AYES | NOES | ABST |
|---------|--------|-----|-------|---|--------|----------------|------|------|
| ORDER | O | N | | Motion to appoint Commissioner Wardlaw to the Grant | | F, N, O, W, EW | | |
| #17-039 | | | | Review Committee. | | | | |

Pat Cole, Justice of the Peace Pct. 3

11. Discussion and possible action to approval a purchase of two XEROX printers (CDW) #4284359 at a cost of \$290.03 each (Total \$580.06) and one XEROX printer fax (CDW #43663385) at a cost of \$480.03. Payment to be made from JP#3 Technology Fund in accordance with CCP Art 102.0173 and budget on file. These items are to replace printers that are worn and beginning to fail.

| | Motion | 2nd | Amend | Amendment/Notes | Accept | AYES | NOES | ABST |
|---------|--------|-----|-------|--------------------------------|--------|-------------|------|------|
| ORDER | N | F | | Motion to approve as presented | | F,N,O,W,EEV | | |
| #17-040 | | | | | | | | |

Lewis G. Owens Commissioner Pct. 2 and Gustavo Flores, Commissioners Pct. 4

12. Consider and act upon contract for management/administrative services from Esser & Company Consulting LLC for TxCDBG 7216075 Colonia Construction Fund Project for San Felipe Pastures and Vega Verde Road Water Improvements.

| | Motion | 2nd | Amend | Amendment/Notes | Accept | AYES | NOES | ABST |
|---------|--------|-----|-------|---|--------|------------|------|------|
| ORDER | O | N | | Motion to approve Esser & Company contract. | | F,N,O,W,EW | | |
| #17-041 | | | | | | | | |

13. Consider and act upon contract for professional engineering service from TRC Engineers Inc. for TxCDBG 7216075 Colonia Construction Fund Project for San Felipe Pastures and Vega Verde Road Water Improvements.

| | Motion | 2nd | Amend | Amendment/Notes | Accept | AYES | NOES | ABST |
|---------|--------|-----|-------|--|--------|------------|------|------|
| ORDER | N | F | | Motion to approve TRC Engineers Inc. contract for TXCDBG | | F,N,O,W,EW | | |
| #17-042 | | | | #7216075 Colonia Construction Fund Project. | | | | |

Martin Wardlaw, County Commissioner Pct. 1

14. Discussion and possible action on property ownership and sanitation on the Old Brodbent Road.

| | Motion | 2nd | Amend | Amendment/Notes | Accept | AYES | NOES | ABST |
|---------|--------|-----|-------|--|--------|------|------|------|
| ORDER | F | N | | Motion to have property surveyed to be paid from Pct's 1 | | | | |
| #17-043 | | | | operating budget. | | | | |

15. Discussion and possible action on issuing a credit card to Mario Cervantes, Foreman for Precinct 1

| | Motion | 2nd | Amend | Amendment/Notes | Accept | AYES | NOES | ABST |
|---------|--------|-----|-------|------------------------------|--------|-------------|------|------|
| ORDER | W | N | | Motion to table agenda item. | | W,O,N,F,EEV | | |
| #17-044 | | | | | | | | |

Lewis G. Owens Jr., County Commissioner Pct. 2**16. Discussion and possible action on hot funds to be used for the George Paul Memorial bull riding.**

| | Motion | 2nd | Amend | Amendment/Notes | Accept | YES | NOES | ABST |
|---------|--------|-----|-------|--|--------|----------------|------|------|
| ORDER | O | N | | Motion to approve, if paperwork is completed, up to \$4,800.00 | | F, N, O, W, EW | | |
| #17-045 | | | | | | | | |

17. Discussion and possible action on using funds that were given to fix the Fire Station and to be used for painting; repairs at the JP building, County Court house and Commissioners Court building.

| | Motion | 2nd | Amend | Amendment/Notes | Accept | YES | NOES | ABST |
|---------|--------|-----|-------|------------------------------------|--------|----------------|------|------|
| ORDER | N | F | | Motion to approve up to \$8,900.00 | | F, N, O, W, EW | | |
| #17-046 | | | | | | | | |

18. Discussion and possible action on paying out of cycle labor or repairs on the Justice of the Peace building, County Court house and Commissioner Court building.

| | Motion | 2nd | Amend | Amendment/Notes | Accept | YES | NOES | ABST |
|---------|--------|-----|-------|---|--------|----------------|------|------|
| ORDER | O | N | | Motion to get bids to hire and pay out of cycle | | F, N, O, W, EW | | |
| #17-047 | | | | | | | | |

19. Discussion and possible action on the lease agreement between Val Verde County and Cisco soldiers.

| | Motion | 2nd | Amend | Amendment/Notes | Accept | YES | NOES | ABST |
|---------|--------|-----|-------|--------------------------------|--------|----------------|------|------|
| ORDER | O | | | Motion to approve as presented | | F, N, O, W, EW | | |
| #17-048 | | | | | | | | |

20. Discussion and possible action on the use of the Alcoa Fields for a kickball tournament.

| | Motion | 2nd | Amend | Amendment/Notes | Accept | YES | NOES | ABST |
|---------|--------|-----|-------|---|--------|----------------|------|------|
| ORDER | O | F | | Motion to approve and enter into contract | | F, N, O, W, EW | | |
| #17-049 | | | | | | | | |

21. Discussion and possible action on the lease agreement between Val Verde County and ABO Youth NFL flag football league for the use of the fields at the 60 acres.

| | Motion | 2nd | Amend | Amendment/Notes | Accept | YES | NOES | ABST |
|---------|--------|-----|-------|--------------------------------|--------|----------------|------|------|
| ORDER | O | N | | Motion to approve as presented | | F, N, O, W, EW | | |
| #17-050 | | | | | | | | |

22. Discussion and possible action on the lease agreement between Val Verde County and Race track promotions for the use of the fairgrounds.

| | Motion | 2nd | Amend | Amendment/Notes | Accept | YES | NOES | Abst |
|---------|--------|-----|-------|--------------------------------|--------|----------------|------|------|
| ORDER | O | N | | Motion to approve as presented | | F, N, O, W, EW | | |
| #17-051 | | | | | | | | |

Beau Nettleton, County Commissioner Pct. 3

23. Discussion and possible action on going out for RFQ's for firm to design a Sports Complex.

| | Motion | 2nd | Amend | Amendment/Notes | Accept | YES | NOES | Abst |
|---------|--------|-----|-------|--|--------|----------------|------|------|
| ORDER | N | O | | Motion to authorize Purchasing Agent to go out for RFQ's | | F, N, O, W, EW | | |
| #17-052 | | | | for firm to design a Sports Complex. | | | | |

Gustavo Flores, County Commissioner Pct. 4

24. Consider and act upon the assignment of new colonial identification numbers (M number) for the areas.

TWDB – Arroyo De La Noria M2330021

TWDB – Vega Verde Estates M2330022

| | Motion | 2nd | Amend | Amendment/Notes | Accept | YES | NOES | Abst |
|-------|--------|-----|-------|--------------------------------|--------|-----|------|------|
| ORDER | | | | Report Only - No Action taken. | | | | |
| N/A | | | | | | | | |

Rogelio R. Musquiz Jr., County Purchasing Agent

25. Discussion and possible action regarding the solicitation of bids for the structure cabling project of four county building.

| | Motion | 2nd | Amend | Amendment/Notes | Accept | YES | NOES | Abst |
|---------|--------|-----|-------|--------------------------------|--------|----------------|------|------|
| ORDER | N | F | | Motion to approve as presented | | F, N, O, W, EW | | |
| #17-053 | | | | | | | | |

26. Discussion and possible action regarding the payment of executed purchases not complying with current purchasing policy.

| | Motion | 2nd | Amend | Amendment/Notes | Accept | YES | NOES | Abst |
|---------|--------|-----|-------|--------------------------------|--------|----------------|------|------|
| ORDER | N | O | | Motion to approve as presented | | F, N, O, W, EW | | |
| #17-054 | | | | | | | | |

27. Discussion and possible action regarding Val Verde County TX. /83rd District Judge entering into a three (3) year service agreement with LexisNexis now Lexis Advance for online service exchange.

| | Motion | 2nd | Amend | Amendment/Notes | Accept | YES | NOES | ABST |
|---------|--------|-----|-------|--------------------------------|--------|----------------|------|------|
| ORDER | O | N | | Motion to approve as presented | | F, N, O, W, EW | | |
| #17-055 | | | | | | | | |

28. Discussion and possible action regarding Capital outlay expenditures.

Office Equipment \$2,000.00 Veterans Service Office
 IT Equipment \$5,060.00 Veterans Service Office
 Portable Room Partitions \$725.00 Veterans Service Office

| | Motion | 2nd | Amend | Amendment/Notes | Accept | YES | NOES | ABST |
|---------|--------|-----|-------|--------------------------------|--------|----------------|------|------|
| ORDER | N | W | | Motion to approve as presented | | F, N, O, W, EW | | |
| #17-056 | | | | | | | | |

29. Discussion and possible action regarding Tax Note expenditures.

Caterpillar Paving Compactor \$69,950.00 Pct. 3
 Caterpillar Motor Grader \$241,950.00 Pct. 3

| | Motion | 2nd | Amend | Amendment/Notes | Accept | YES | NOES | ABST |
|---------|--------|-----|-------|--------------------------------|--------|----------------|------|------|
| ORDER | O | N | | Motion to approve as presented | | F, N, O, W, EW | | |
| #17-057 | | | | | | | | |

30. Requesting authorization to auction and/or dispose of the following:

1981 Ingram Steal Wheel Roller Pct. 3
 MC-30 Oil Distributor Pct. 3
 Mack 16yd. Dump Truck Pct. 3

| | Motion | 2nd | Amend | Amendment/Notes | Accept | YES | NOES | ABST |
|---------|--------|-----|-------|----------------------------|--------|----------------|------|------|
| ORDER | N | F | | Motion to approve auction. | | F, N, O, W, EW | | |
| #17-058 | | | | | | | | |

Graciela Monday, County Librarian**31. Discussion and possible action regarding allowing Library to administer a volunteer program.**

| | Motion | 2nd | Amend | Amendment/Notes | Accept | Yes | No | Abst |
|---------|--------|-----|-------|---------------------------------|--------|----------------|----|------|
| ORDER | N | F | | Motion to approve as presented. | | F, N, O, W, EW | | |
| #17-059 | | | | | | | | |

32. Discussion and possible action regarding acceptance of fire resistant glass for interior library windows approved by grants committee on 2-2-2017.

| | Motion | 2nd | Amend | Amendment/Notes | Accept | Yes | No | Abst |
|---------|--------|-----|-------|---------------------------------|--------|----------------|----|------|
| ORDER | O | N | | Motion to approve as presented. | | F, N, O, W, EW | | |
| #17-060 | | | | | | | | |

Joe Frank Martinez, County Sheriff**33. Presentation of the 2016 Annual Report Officer Contact Data.**

| | Motion | 2nd | Amend | Amendment/Notes | Accept | Yes | No | Abst |
|-------|--------|-----|-------|-------------------------------|--------|-----|----|------|
| ORDER | | | | Report Only - No Action Taken | | | | |
| N/A | | | | | | | | |

34. Discussion and possible action authorizing Sheriff Joe Frank Martinez to add five cellular phone lines to the VVSO inventory in addition to purchasing five smart cell phones as well.

| | Motion | 2nd | Amend | Amendment/Notes | Accept | Yes | No | Abst |
|---------|--------|-----|-------|---------------------------------|--------|----------------|----|------|
| ORDER | O | N | | Motion to approve as presented. | | F, N, O, W, EW | | |
| #17-061 | | | | | | | | |

35. Discussion and possible action to test a camera pilot program provided by Body Worn.

| | Motion | 2nd | Amend | Amendment/Notes | Accept | Yes | No | Abst |
|---------|--------|-----|-------|--------------------------------|--------|----------------|----|------|
| ORDER | N | W | | Motion to approve as presented | | F, N, O, W, EW | | |
| #17-062 | | | | | | | | |

36. Discussion and possible action to authorize Sheriff Joe Frank Martinez to apply for and accept the 2018 Local Border Security Program (LBSP) #2995203 grant; to include the Resolution.

| | Motion | 2nd | Amend | Amendment/Notes | Accept | Yes | No | Abst |
|---------|--------|-----|-------|--------------------------------|--------|----------------|----|------|
| ORDER | N | F | | Motin to approve as presented. | | F, N, O, W, EW | | |
| #17-063 | | | | | | | | |

37. Discussion and possible action regarding the Ratification of the Modification of Intergovernmental Agreement (IGA) between United States Marshals Service and Val Verde Correctional Facility.

| | Motion | 2nd | Amend | Amendment/Notes | Accept | YES | NOES | Abst |
|---------|--------|-----|-------|---------------------------------|--------|----------------|------|------|
| ORDER | O | N | | Motion to approve as presented. | | F, N, O, W, EW | | |
| #17-064 | | | | | | | | |

Jerry Rust, County Fire Chief

38. Discussion and possible action on enacting a 90 day burn ban for Val Verde County.

| | Motion | 2nd | Amend | Amendment/Notes | Accept | YES | NOES | Abst |
|---------|--------|-----|-------|---------------------------------|--------|----------------|------|------|
| ORDER | N | F | | Motion to approve as presented. | | F, N, O, W, EW | | |
| #17-065 | | | | | | | | |

Steve Berg, County Constable Pct. 3

39. Presentation of Racial Profiling Report/ Tier one.

| | Motion | 2nd | Amend | Amendment/Notes | Accept | YES | NOES | Abst |
|---------|--------|-----|-------|--------------------------|--------|----------------|------|------|
| ORDER | O | N | | Motion to accept report. | | F, N, O, W, EW | | |
| #17-066 | | | | | | | | |

Gerardo "Jerry" Hernandez, County Constable Pct. 4

40. Discussion and possible action for approval of Constable Gerardo Hernandez, Pct. 4 request budget amendment to move \$405.37 from office supplies to traveling.

| | Motion | 2nd | Amend | Amendment/Notes | Accept | YES | NOES | Abst |
|---------|--------|-----|-------|--------------------------------|--------|----------------|------|------|
| ORDER | F | N | | Motion to approve as presented | | F, N, O, W, EW | | |
| #17-067 | | | | | | | | |

Michael Bagley, District Attorney

41. Discussion and possible action requesting Val Verde County's second quarter contribution in the amount of \$105,398.09 for fiscal year 2016-2017.

| | Motion | 2nd | Amend | Amendment/Notes | Accept | YES | NOES | Abst |
|---------|--------|-----|-------|---|--------|----------------|------|------|
| ORDER | N | F | | Motion to table until after meeting with Judge Cadena, Judge Valdez and | | F, N, O, W, EW | | |
| #17-068 | | | | and District Attorney Michael Bagley (See Agenda #52). | | | | |

Aaron Rodriguez, County Treasurer**42. Monthly Treasurer's Report.**

| | Motion | 2nd | Amend | Amendment/Notes | Accept | Abst | Abst | Abst |
|---------|--------|-----|-------|---------------------------------|--------|----------------|------|------|
| ORDER | N | F | | Motion to approve as presented. | | F, N, O, W, EW | | |
| #17-069 | | | | | | | | |

43. Discussion and possible action regarding appointment of Commissioner Robert "Beau" Nettleton and County Auditor Matthew Weingardt as investment committee officer.

| | Motion | 2nd | Amend | Amendment/Notes | Accept | Abst | Abst | Abst |
|---------|--------|-----|-------|---|--------|----------------|------|------|
| ORDER | O | F | | Motion to approve and add the County Judge. | | F, N, O, W, EW | | |
| #17-070 | | | | No motion that this committee | | | | |

Juanita Barrera, County HR Director**44. HR monthly Report.**

Listed below are several personnel matters which need to be part of the upcoming January agenda for HR reporting period from January 5, 2017 through February 8, 2017.

- A. Matthew Weingardt, County Auditor, requesting to stop issuing checks to Rebecca Vasquez, 4th Assistant County Auditor, effective January 5, 2017. Ms. Vasquez was terminated.
- B. Matthew Weingardt, County Auditor, requesting to start issuing checks to Michael Ramirez, 4th Assistant County Auditor, with an annual salary of \$28,502.50 effective January 18, 2017. Mr. Ramirez is replacing Rebecca Vasquez who was terminated.
- C. Mike Bagley, District Attorney, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to Ms. Francis Schroeter, Assistant District Attorney under the Border Prosecutor Unit, with an annual salary of \$83,500.00, effective February 1, 2017. Ms. Schroeter is replacing Charles Mee who was terminated.
- D. Jo Ann Cervantes, District Clerk, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to Steven Maldonado, Deputy Clerk I, with an annual salary of \$21,450.00 effective January 1, 2017. Mr. Maldonado is replacing Sandra Luna who resigned.
- E. Beatriz Munoz, Tax Assessor/Collector, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to Claudia Cervantes, Deputy Clerk I, with an annual salary of \$21,450.00 effective January 11, 2017. Ms. Cervantes is replacing Cecilia Martinez who was promoted.

- F. Generosa Ramon, County Clerk, requesting that Mr. Matthew Weingardt, County Auditor stop issuing checks to Tamara Ramirez, Deputy Clerk I, effective January 20, 2017. Ms. Ramirez resigned.
- G. Joe Frank Martinez, Sheriff, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to Crystal Denney, who was promoted to Patrol Secretary with an annual salary of \$23,737.50 effective January 23, 2017. Ms. Denney is replacing Mariana Ford who was demoted.
- H. Joe Frank Martinez, Sheriff, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to Mariana Ford, Receptionist, who was demoted from Patrol Secretary with an annual salary of \$24,198.87 effective January 23, 2017. Ms. Ford is replacing Crystal Denney who was promoted.
- I. Joe Frank Martinez, Sheriff, requesting that Mr. Matthew Weingardt, County Auditor stop issuing checks to Deborah Draper, Communications Operator, effective January 19, 2017. Ms. Draper resigned.
- J. Lewis Owens, Commissioner Pct. 2, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to Juan Perez, Driver, with an annual salary of \$21,450.00 effective January 24, 2017. Mr. Perez is replacing Sunny Faz who was promoted.
- K. Lewis Owens, Commissioner Pct. 2, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to Jorge Estrada, Maintenance/Carpenter, with an annual salary of \$23,525.00 effective January 30, 2017. Mr. Estrada is replacing Francisco Cerna who resigned.
- L. Robert Nettleton, Commissioner Pct. 3, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to Cristobal Quintero, Lt. Equipment Operator, with an annual salary of \$23,525.00 effective February 6, 2017. Mr. Quintero is replacing Juventino Cuellar who retired.
- M. Martin Wardlaw, Commissioner Pct. 1, requesting that Mr. Matthew Weingardt, County Auditor start issuing checks to Joe Jackson, temporary Waterline Project Foremen, with a daily salary of \$150.00 effective February 6, 2017.

| Motion | 2nd | Amend | Amendment/Notes | Accept | YES | NO | Abst |
|---------|-----|-------|--|--------|----------------|----|------|
| ORDER | N | F | Motion to approve except item "C" and include Prct.1 | | F, N, O, W, EV | | |
| #17-071 | | IN | Mario Cervantes. | | | | |
| | | | | | | | |

Matthew Weingardt, County Auditor

45. Monthly Auditor's Report.

| Motion | 2nd | Amend | Amendment/Notes | Accept | YES | NO | Abst |
|---------|-----|-------|--|--------|----------------|----|------|
| ORDER | N | F | Motion to approve report as presented. | | F, N, O, W, EV | | |
| #17-072 | | | | | | | |

46. Discussion and possible action on refund of cost of issuance on 2016 Tax Note.

| | Motion | 2nd | Amend | Amendment/Notes | Accept | YES | NO | Abst |
|---------|--------|-----|-------|---|--------|----------------|----|------|
| ORDER | O | N | | Motion to pay down the note with refund monies. | | W, O, N, F, EW | | |
| #17-073 | | | | | | | | |

47. Discussion and possible action to pay invoices pertaining to West Gate from Contingency.

| | Motion | 2nd | Amend | Amendment/Notes | Accept | YES | NO | Abst |
|---------|--------|-----|-------|--|--------|----------------|----|------|
| ORDER | N | F | | Motion to approve payment of invoices from contingency and when | | F, N, O, W, EW | | |
| #17-074 | | | | when monies come in from State the contingency to be reimbursed. | | | | |

48. Discussion and possible action for Sheriff CRS invoice to be paid out of Contingency.

| | Motion | 2nd | Amend | Amendment/Notes | Accept | YES | NO | Abst |
|---------|--------|-----|-------|---|--------|----------------|----|------|
| ORDER | N | O | | Motion to approve and pay out of Sheriff's budget. | | F, N, O, W, EW | | |
| #17-075 | | | N | Except contractors need to get paid out of contingency when | | | | |

Ana Markowski Smith, County Attorney

49. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(1)(A), attorney/client consultation regarding contemplated litigation and possible action in open session thereafter.

50. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(2), consultation which is governed by the attorney/client privilege and possible action in open session thereafter.

51. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(1)(B), attorney/client consultation regarding a settlement offer and possible action in open session thereafter.

Gustavo Flores, County Commissioner Pct. 4

52. Discussion and possible action regarding the building lease between Val Verde County and the District Attorney.

| | Motion | 2nd | Amend | Amendment/Notes | Accept | YES | NO | Abst |
|---------|--------|-----|-------|---------------------|--------|-----|----|------|
| ORDER | | | | | | | | |
| #17-076 | | | | SEE AGENDA ITEM #41 | | | | |

Commissioners Court reserves the right to hear any of the above agenda items that qualify for an executive session in an executive session by publicly announcing the applicable section number of the Open Meetings Act (Chapter 551 of the Texas Government Code) that justifies executive session treatment.

Executive Session items that may result in action in open session thereafter;

| |
|--|
| EXECUTIVE SESSION: _____ §551.071(1) (A) _____ §551.071(1) (A) _____ §551.071(2) _____ §551.071(1) (B) _____ §551.072 <u>X</u> _____ |
| OTHER _____ EGAN @ 9:55 A.M. _____ ENDED @ 11:20 A.M. _____ BREAK @ _____ RESUMED @ _____ ACTION AFTER EX: <u>None</u> _____ |

53. Approve subdivision plats.

| | Motion | 2nd | Amend | Amendment/Notes | Accept | AYES | NOES | ABST |
|---------|--------|-----|-------|--|--------|-------------|------|------|
| ORDER | N | F | | Motion to approve new plat for Rock N E Ranch. | | F, N, W, EW | | 0 |
| #17-076 | | | | | | | | |

54. Approve Certificates of Compliance.

| | Motion | 2nd | Amend | Amendment/Notes | Accept | AYES | NOES | ABST |
|-------|--------|-----|-------|-----------------|--------|------|------|------|
| ORDER | | | | NONE PRESENTED | | | | |
| N/A | | | | | | | | |

55. Approve monthly reports from elected officials.

| | Motion | 2nd | Amend | Amendment/Notes | Accept | AYES | NOES | ABST |
|---------|--------|-----|-------|---------------------------------|--------|----------------|------|------|
| ORDER | N | F | | Motion to approve as presented. | | F, O, N, W, EW | | |
| #17-077 | | | | | | | | |

56. Approve bills for payment.

| | Motion | 2nd | Amend | Amendment/Notes | Accept | AYES | NOES | ABST |
|---------|--------|-----|-------|--|--------|------|------|------|
| ORDER | N | F | | Motion to approve bills as presented except for the check to Mountain View to be held until work has been completed. | | | | |
| #17-078 | | | | | | | | |

57. Elected officials' comments.

58. Judge's comments

59. Adjourn: 11:24 A.M.

The foregoing, recorded in Volume _____, pages _____, inclusive, was on this the 13th day of March A.D. 2017, read and is hereby **APPROVED**.

Respectfully submitted,

Efrain Valdez, County Judge
Val Verde County, Texas

ATTEST:

GENEROSA GRACIA-RAMON
COUNTY CLERK



COMMISSIONER'S COURT MINUTES
FEBRUARY 28TH SPECIAL TERM, A.D. 2017

1. CALL TO ORDER.
2. DETERMINATION THAT A QUORUM IS PRESENT:

BE IT REMEMBERED that on this the 28TH day of February A.D. 2017 at 9:00 o'clock A.M., after due notice was given by posting of the attached Agenda; the Honorable Val Verde County Commissioners' Court convened in **SPECIAL SESSION**. The meeting was called to order, the following members being present and constituted a quorum: Efrain V. Valdez, County Judge, Presiding; Martin Wardlaw, Commissioner of Precinct No. 1; Lewis Owens, Commissioner of Precinct No. 2; Robert "LeBeau" Nettleton; Commissioner of Precinct No. 3; Gustavo Flores, Commissioner of Precinct No. 4; and Generosa Gracia-Ramon, County Clerk; when the following proceeding was had to wit:

3. The Court recited the Pledge of Allegiance to the Flag.

NOTICE IS HEREBY GIVEN TO THE PUBLIC THAT THE FOLLOWING ITEMS WILL BE DISCUSSED AND POSSIBLE ACTION MAY BE TAKEN BY THE VAL VERDE COUNTY COMMISSIONERS COURT:

Efrain Valdez, County Judge

4. Discussion and possible action regarding the Library Project.

| | Motion | 2nd | Amend | Amendment/Notes | Accept | YES | NOES | PST |
|---------|--------|-----|-------|---|--------|-------------|------|-----|
| ORDER | | | | | | | | |
| #17-079 | W | O | | Motion that County Judge and Commissioner | | W,O,N,F,EVV | | |
| | | | | Commissioner Wardlaw negotiate a | | | | |

MOTION KEY:
EFRAIN V VALDEZ= EVV
COMM WARDLAW=W
COMM OWENS=O
COMM NETTLETON=N
COMM FLORES= F

QUORUM

☒ COUNTY JUDGE
☐ Judge's Staff
☐ Judge's Staff
☒ COMM. PRCT# 1
☒ COMM. PRCT# 2
☒ COMM. PRCT# 3
☒ COMM. PRCT# 4

ATTENDING

COUNTY STAFF/DEPTS:

☒ COUNTY ATTY
☒ COUNTY ATTY STAFF
☐ COUNTY ATTY STAFF
☐ DISTRICT CLERK
☐ IT
☐ SHERIFF
☐ SHERIFF'S STAFF
☒ AUDITOR
☒ TREASURER
☒ PURCHASING
☒ HR
☐ TAX COLLECTOR
☒ RISK MGMT
☐ FIRE DEPT
☐ EMERGENCY MGMT
☐ JP #1
☐ JP #2
☐ JP #3
☐ JP #4
☐ OTHER

Martin Wardlaw, County Commissioner Pct. 1

5. Discussion and possible action on approval for purchase of county maintainer for the price of \$49,950.00.

| | Motion | 2nd | Amend | Amendment/Notes | Accept | AYES | NOES | ABST |
|---------|--------|-----|-------|---------------------------------|--------|-------------|------|------|
| ORDER | | | | | | | | |
| #17-080 | W | O | | Motion to approve as presented. | | W,O,N,F,E,V | | |
| | | | | | | | | |

Matthew Weingardt, County Auditor

6. Discussion and possible action on paying Post Office boxes out of cycle.

| | Motion | 2nd | Amend | Amendment/Notes | Accept | AYES | NOES | ABST |
|---------|--------|-----|-------|---------------------------------|--------|-------------|------|------|
| ORDER | | | | | | | | |
| #17-081 | N | F | | MOTION TO APPROVE AS PRESENTED. | | W,O,N,F,E,V | | |
| | | | | | | | | |

7. Discussion and possible action on the 5 year Capital Improvement Plan.

| | Motion | 2nd | Amend | Amendment/Notes | Accept | AYES | NOES | ABST |
|-------|--------|-----|-------|-------------------------------|--------|------|------|------|
| ORDER | | | | | | | | |
| N/A | | | | No Action Taken, Report Only. | | | | |
| | | | | | | | | |

Ana Markowski Smith, County Attorney

8. Ana Markowski Smith, County Attorney, requesting Executive Session pursuant to Texas Government Code §551.071(1)(A), attorney/client consultation regarding contemplated litigation and possible action in open session thereafter.

| | Motion | 2nd | Amend | Amendment/Notes | Accept | AYES | NOES | ABST |
|-------|--------|-----|-------|---------------------------------------|--------|------|------|------|
| ORDER | | | | | | | | |
| N/A | | | | No action taken in executive session. | | | | |
| | | | | | | | | |

Commissioners Court reserves the right to hear any of the above agenda items that qualify for an executive session in an executive session by publicly announcing the applicable section number of the Open Meetings Act (Chapter 551 of the Texas Government Code) that justifies executive session treatment.

The foregoing, recorded in Volume _____, pages _____, inclusive, was on this the 13th day of March A.D. 2017, read and is hereby **APPROVED**.

Respectfully submitted,

EFRAIN V. VALDEZ
COUNTY JUDGE

ATTEST:

GENEROSA GRACIA-RAMON
COUNTY CLERK

Progress report for the LAFB West Gate Project

#6
March 13, 2017

Completed Tasks:

Overhead Doors
Water Main Installation
Interior Wall Framing
Parking Lot Grade Prep
Plumbing Rough in

Scheduled Activities for this Month:

Lot Lighting poles
Roof Flashing / panels
Transfer power to Swith
Concrete Pavement South Side
Drywall/Finish/Paint
Millwork
Electrical/Comm. Rough in
Install Permanent Power

Target Date

10-Mar
15-Mar
16-Mar
22-Mar
29-Mar T
3-Apr T
17-Apr
4-Aug

Completion Date: Tuesday, June 6, 2017

Concerns:

Decision on the fill spec's for grade.
LEED holding at 94.7%

Change Order Status:

#1. 19-Sep-16 Rock Excavation at Slab
#2. 11-Oct-16 Permanent Power for Site
#3. 11-Oct-16 Trap Primer Canine Room
#4. 15-Oct-16 Door Change 114

Payment Status

\$ 9,256.50 Complete
\$ 23,693.86 Complete
\$ 805.28 Complete
\$ 8,398.17 Complete

\$ 42,153.81

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Change Order

| | | |
|--|---|--|
| PROJECT (Name and address): | CHANGE ORDER NUMBER: 008 | OWNER: <input checked="" type="checkbox"/> |
| Val Verde County Library | DATE: 3/9/2017 | ARCHITECT: <input checked="" type="checkbox"/> |
| 300 Spring Street | | CONTRACTOR: <input checked="" type="checkbox"/> |
| Del Rio, Texas 78840 | | FIELD: <input type="checkbox"/> |
| TO CONTRACTOR (Name and address): | ARCHITECT'S PROJECT NUMBER: 50056689 | OTHER: <input type="checkbox"/> |
| J.P. Sanchaez Construction Co | CONTRACT DATE: October 14, 2014 | |
| 413 Griner Street | CONTRACT FOR: General Construction | |
| Del Rio, Texas 78840 | | |

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

1. material, equipment and labor to clean, patch and paint 2500 sf of interior brick walls.

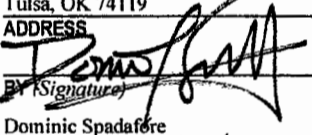
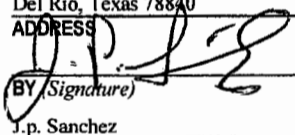
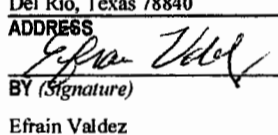
| | |
|--|-----------------|
| The original Contract Sum was | \$ 3,772,900.00 |
| The net change by previously authorized Change Orders | \$ 123,672.00 |
| The Contract Sum prior to this Change Order was | \$ 3,896,572.00 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ 5,250.00 |
| The new Contract Sum including this Change Order will be | \$ 3,901,822.00 |

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is March 03, 2017

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

| | | |
|---|---|--|
| Dewberry Architects Inc. | J.P. Sanchez Construction Co. | Val Verde County Texas |
| ARCHITECT (Firm name) | CONTRACTOR (Firm name) | OWNER (Firm name) |
| 1350 S. Boulder Avenue, Suite 600 | 413 Griner Street | 400 Pecan Street |
| Tulsa, OK 74119 | Del Rio, Texas 78840 | Del Rio, Texas 78840 |
| ADDRESS | ADDRESS | ADDRESS |
|  |  |  |
| BY (Signature) | BY (Signature) | BY (Signature) |
| Dominic Spadafere | J.p. Sanchez | Efrain Valdez |
| (Typed name) | (Typed name) | (Typed name) |
| DATE 3.9/17 | DATE | DATE 3-13-17 |

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User Notes: (1144468549)

413 Griner St. Del Rio, TX 78840 830-775-1451 Fax: 830-775-1429

J.P. Sanchez Construction Co., Inc.

VOL. 48 PAGE 305

8

 **AIA**® Document G701™ – 2001

Change Order

| | | |
|--|--|--|
| PROJECT (Name and address): Val Verde County Library 300 Spring Street Del Rio, Texas 78840 | CHANGE ORDER NUMBER: 006 DATE: 3/1/2017 | OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/> |
| TO CONTRACTOR (Name and address): J.P. Sanchez Construction Co. 413 Griner Street Del Rio, Texas 78840 | ARCHITECT'S PROJECT NUMBER: 50056689 CONTRACT DATE: October 14, 2014 CONTRACT FOR: General Construction | |

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

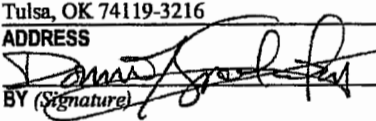
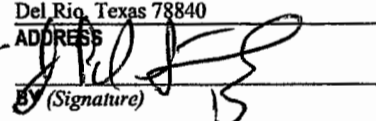
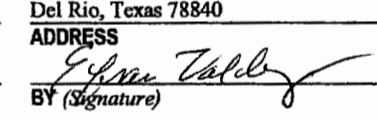
1. Material and labor to provide lay-in ceiling in Data Room.
2. Material and labor to provide 4 duplex boxes.
3. Material and labor to furnish and install mini split in data room.
4. material and labor to install power to mini split in data room.
5. Material and labor to provide epoxy floor coating in data room.

| | |
|--|-----------------|
| The original Contract Sum was | \$ 3,772,900.00 |
| The net change by previously authorized Change Orders | \$ 90,437.00 |
| The Contract Sum prior to this Change Order was | \$ 3,863,337.00 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ 6,745.00 |
| The new Contract Sum including this Change Order will be | \$ 3,870,082.00 |

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is March 03, 2017

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

| | | |
|--|--|--|
| Dewberry Architects Inc. ARCHITECT (Firm name) 1350 S Boulder Avenue, Suite 600 Tulsa, OK 74119-3216 ADDRESS  BY (Signature) Dominic Spadafore (Typed name) 3.2/2017 DATE | J.P. Sanchez Construction Co. CONTRACTOR (Firm name) 413 Griner Street Del Rio, Texas 78840 ADDRESS  BY (Signature) J.P. Sanchez (Typed name) DATE | Val Verde County Texas OWNER (Firm name) 400 Pecan Street Del Rio, Texas 78840 ADDRESS  BY (Signature) Efrain Valdez (Typed name) 3-13-17 DATE |
|--|--|--|

Proposal # 02022017JPS

J.P. Sanchez Construction Co., Inc.

413 Griner St. Del Rio, TX 78840

830-775-1451

Fax: 830-775-1429

Proposal

Customer

Name Val Verde County
 Address 400 Pecan Street
 City Del Rio State Texas ZIP 78840
 Phone 830-774-7500

Misc

Date 2/2/2017
 Order No. _____
 Rep _____
 FOB _____

| Qty | Description | | TOTAL |
|-----|--|----|----------|
| 1 | Material and labor to provide lay-in ceiling in Data Room | | \$600.00 |
| 1 | <i>Electrician can keep Type C fixtures and mount to grid at no cost. To get a cost on changing fixture will take a few days and would be several hundred dollars a piece.</i> | | |
| 1 | Material and labor to provide 4 duplex boxes | \$ | 1,120.00 |
| 1 | Material and labor to furnish and install mini split in data room | \$ | 3,750.00 |
| 1 | Material and labor to install power to mini split in data room | \$ | 800.00 |
| 1 | material and labor to provide epoxy floor coating in data room | \$ | 475.00 |

| | |
|--------------|--------------------|
| SubTotal | \$ 6,745.00 |
| Shipping | |
| Tax | \$ - |
| TOTAL | \$ 6,745.00 |

Accepted by: _____

Date: _____

Dewberry Architects have reviewed this submitted change information and agree with its general intent of scope and is a reasonable cost for the work. Dewberry recommends approval.
 DJS, 3-1/2017

THANK YOU!

 **AIA**® Document G701™ – 2001

Change Order

| | | |
|---|--|--|
| PROJECT (Name and address): Val Verde County Library 300 Spring Street Del Rio, Texas 78840 | CHANGE ORDER NUMBER: 007 DATE: March 1, 2017 | OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/> |
| TO CONTRACTOR (Name and address): J.P. Sanchez Construction Co 413 Griner Street Del Rio, Texas | ARCHITECT'S PROJECT NUMBER: 50056689 CONTRACT DATE: October 14, 2014 CONTRACT FOR: General Construction | |

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

1. Cost to gyp, tape, float, texture and paint brick wall in Texana Room
2. Cost to add suspended ceiling, modify lights and A/C in Texana Room.
3. Cost to paint arches
4. Cost to patch waffle slab ceilings that are to be painted
5. Cost of floor leveler not to exceed \$9,180.00 up to 135 bags.
6. Cost to remove and replace damaged conduit on roof.
7. Cost to open up book drop drive per field discussions.

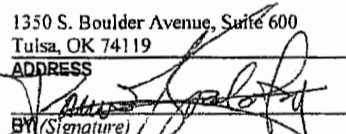
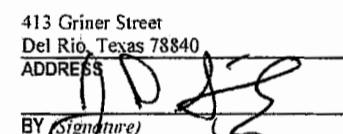
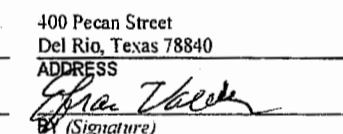
| | | |
|--|----|--------------|
| The original Contract Sum was | \$ | 3,772,900.00 |
| The net change by previously authorized Change Orders | \$ | 97,182.00 |
| The Contract Sum prior to this Change Order was | \$ | 3,870,082.00 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ | 26,490.00 |
| The new Contract Sum including this Change Order will be | \$ | 3,896,572.00 |

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is March 03, 2017

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

| | | |
|--|---|--|
| Dewberry Architects Inc. ARCHITECT (Firm name) 1350 S. Boulder Avenue, Suite 600 Tulsa, OK 74119 ADDRESS  BY (Signature) Dominic Spadafore <i>(Typed name)</i> DATE 3.6/2017 | J.P. Sanchez COnstruction Co. CONTRACTOR (Firm name) 413 Griner Street Del Rio, Texas 78840 ADDRESS  BY (Signature) J.P. Sanchez <i>(Typed name)</i> DATE | Val Verde County Texas OWNER (Firm name) 400 Pecan Street Del Rio, Texas 78840 ADDRESS  BY (Signature) Efrain Valdez <i>(Typed name)</i> DATE 3-13-17 |
|--|---|--|

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User Notes:

(1496930680)

Proposal # 02232017JPS

J.P. Sanchez Construction Co., Inc.

413 Griner St. Del Rio, TX 78840

830-775-1451

Fax: 830-775-1429

Proposal

Customer

Name Val Verde County
Address 400 Pecan Street
City Del Rio State Texas ZIP 78840
Phone 830-774-7500

Misc

Date 2/23/2017
Order No. _____
Rep _____
FOB _____

| Qty | Description | TOTAL |
|-----|---|-------------|
| | Cost to gyp, tape, float, texture and paint brick wall in Texana Room | \$ 960.00 |
| | Cost to add suspended ceiling, modify lights and A/C in Texana Room | \$ 5,000.00 |
| | Cost to paint arches | \$ 1,600.00 |
| | Cost to patch waffle slab ceilings that are to be painted | \$ 500.00 |
| | Cost to paint unfinished waffle slab ceilings | \$ 1,200.00 |
| | Cost of floor leveler not to exceed \$9,180.00, up to 135 bags | \$ 9,180.00 |
| | Cost to remove and replace damaged conduit on roof | \$ 6,550.00 |
| | Cost to open up book drop drive per field discussions | \$ 1,500.00 |

| | |
|--------------|---------------------|
| SubTotal | \$ 26,490.00 |
| Shipping | |
| Tax | \$ - |
| TOTAL | \$ 26,490.00 |

Accepted by: _____

Date: _____

Dewberry Architects have reviewed this submitted change information and agree with it's general intent of scope and is a reasonable cost for the work. Dewberry recommends approval.

DJS, 3-1/2017

THANK YOU!

#11

Appointment of Labor Standards Officer
(Submit form to Labors@TexasAgriculture.gov)

A701

Grant Recipient: Val Verde County Contract No: 7216075

I, Efrain Valdez, Val Verde County Judge hereby appoint Carl Esser
(Print Mayor/County Judge) (Print Name)

as the Labor Standards Officer for the aforementioned contract. The appointed Labor Standards Officer is assigned to oversee the labor portion of the contract and will be responsible for assuring compliance with all requirements under **Chapter 7 of the TxCDBG Project Implementation Manual**.

| | | | | | |
|---|---|-------------|----------------|------|-------|
| Appointed Labor Standards Officer Name: | Carl Esser – Esser & Company Consulting LLC | | | | |
| Address: | 702 Ashby Drive S. | | | | |
| City: | Uvalde | State: | Tx. | Zip: | 78801 |
| Telephone Number: | (830) 278/1423 | Fax Number: | (830) 278/1555 | | |
| Email Address: | carl.esser@hotmail.com | | | | |

I acknowledge the appointment and duties of Labor Standards Officer.

Signature: Carl Esser Date: 3-13-2017
(Labor Standards Officer)

Appointed by: Efrain Valdez Title: County Judge

Signature: Efrain Valdez Date: 3-13-17

09/01/2016



Designation Form for Civil Rights Officer

A1008



City/County: Val Verde County
Address: P O Box 4250
400 Pecan Street
Del Rio, Texas 78841
Telephone Number: (830) 774-7552

TxCDBG Contract # 7216075

I, Efrain Valdez, Val Verde County Judge, do hereby appoint Juanita Barrera, Human Resources Director as the Civil Rights Officer for the County of Val Verde.

The Civil Rights Officer shall be responsible for the oversight and compliance of fair housing and equal opportunity activities to be performed by the County of Val Verde as required by the Texas Community Development Block Grant Program Contract No. 7216075.

The Civil Rights Officer is responsible for being familiar with and adhering to all civil rights laws and regulations pertaining to the Texas Community Development Block Grant Program, including those described in the TxCDBG Implementation Manual and those listed in the TxCDBG contract.

Civil Rights Officer:

Juanita Barrera
Juanita Barrera

Appointed by:

Efrain Valdez
Efrain Valdez

Date:

3-13-17

09/01/2016

11

A1007

**Fair Housing Month Proclamation
Proclamation of March as Fair Housing Month**

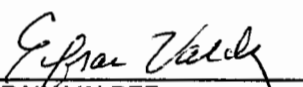
WHEREAS Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

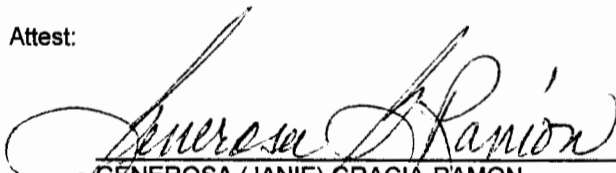
WHEREAS The National Fair Housing Law, during the month of March, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW, THEREFORE, WE, the Commissioners Court of Val Verde County, do proclaim March as Fair Housing Month in the County of Val Verde and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law.

IN WITNESS WHEREOF we have affixed our signatures and seal on this the 13th day of March 2017.


EFRAIN VALDEZ
VAL VERDE COUNTY JUDGE
Val Verde County, Texas

Attest:


GENEROSA (JANIE) GRACIA-RAMON
VAL VERDE COUNTY CLERK
Val Verde County, Texas



09/01/2016



TxCDBG INITIAL ACQUISITION REPORT

A600

Grant Recipient Name: Val Verde County Contract Number: 7216075 Region: MRGDC

This form must be submitted prior to release of any contract construction funds. This form must be resubmitted if the need for additional acquisition not previously reported is required.

1. Is acquisition of real property (including acquisition already completed) required to complete the project described in the TxCDBG contract performance statement. (Answer Yes or No):

No, acquisition activity is not required.

All property to be used for this project is owned by the Grant Recipient or participating entity (e.g. WSC) and was NOT acquired specifically for this project.

Printed Name Efrain Valdez Title County Judge
Signature of Chief Local Official Efrain Valdez Date 3-13-17

Please note that complete acquisition records remain subject to compliance review during interim and close-out monitoring.

This form required as of September 1, 2016. All previous versions are obsolete.

RESOLUTION AUTHORIZING SIGNATORIES

A RESOLUTION BY THE COMMISSIONERS COURT OF VAL VERDE COUNTY, TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (TxCDBG) CONTRACT NUMBER 7216075.

WHEREAS, the County of Val Verde, Texas has received a 2016 Texas Community Development Block Grant award to provide water improvements, and;

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents for requesting funds from the Texas Department of Agriculture, and;

WHEREAS, an original signed copy of the TxCDBG *Depository/Authorized Signatories Designation Form (Form A202)* is to be submitted with a copy of this Resolution, and;

WHEREAS, the County of Val Verde, Texas acknowledges that in the event that an authorized signatory of the County changes (elections, illness, resignations, etc.), the County must provide TxCDBG with the following:

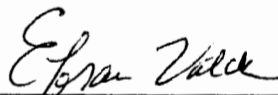
- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and
- a revised TxCDBG *Depository/ Authorized Signatories Designation Form (Form A202)*.

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONER'S COURT OF THE COUNTY OF VAL VERDE, TEXAS, AS FOLLOWS:

The County Judge and County Auditor be authorized to execute contractual documents between the Texas Department of Agriculture and the County for the 2016 Texas Community Development Block Grant Program.

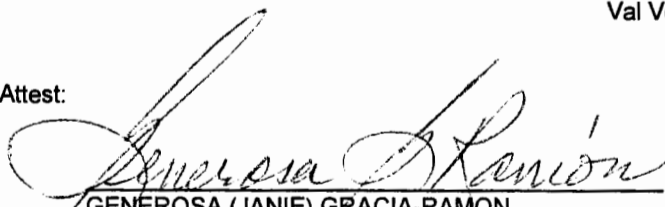
The County Judge and County Auditor be authorized to execute the *State of Texas Purchase Voucher and Request for Payment Form* documents required for requesting funds approved in the 2016 Texas Community Development Block Grant Program.

PASSED AND APPROVED BY COMMISSIONER'S COURT OF THE COUNTY OF VAL VERDE, TEXAS ON MARCH 13, 2017.



EFRAIN VALDEZ
VAL VERDE COUNTY JUDGE
Val Verde County, Texas

Attest:



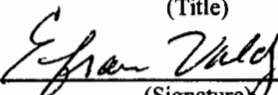
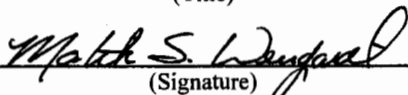
GENEROSA (JANIE) GRACIA-RAMON
VAL VERDE COUNTY CLERK
Val Verde County, Texas



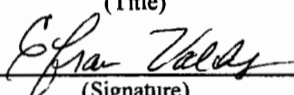
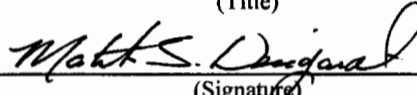
Depository/Authorized Signatories Designation Form

Grant Recipient Val Verde County TxCDBG Contract No. 7216075

The individuals listed below are designated by resolution as authorized signatories for contractual documents.

| | |
|---|--|
| Efrain Valdez | Matthew Weingardt |
| (Name) | (Name) |
| County Judge | County Auditor |
| (Title) | (Title) |
|  |  |
| (Signature) | (Signature) |

In addition to the individuals listed above, the individuals listed below are designated by resolution as authorized signatories for the *Request for Payment Form* (Form A203)—(At least two (2) signatories required).

| | |
|---|--|
| Efrain Valdez | Matthew Weingardt |
| (Name) | (Name) |
| County Judge | County Auditor |
| (Title) | (Title) |
|  |  |
| (Signature) | (Signature) |
| | |
| (Name) | (Name) |
| | |
| (Title) | (Title) |
| | |
| (Signature) | (Signature) |

NOTE: A copy of a Resolution passed by the city council or county commissioner’s court authorizing the signatories must be submitted along with this form. Grant Recipients are strongly encouraged to use the sample resolution provided.

12

EXHIBIT D

QUARTERLY PROJECT STATUS REPORT

Construction of Defense Control Center
TMPC [PROJECT NUMBER] 1601-01-01

Expenditures for Quarter Ending (DATE) February 28, 2017

Expenditures \$834,727.27

Description: Please see Below

VAL VERDE COUNTY DEAG REIMBURSEMENT REQUEST 2nd Qrt. 12/01/2016-02/28/2017

| Date | Invoice # | Check # | Transaction | Construction | Architect | Engineer | Testing | Total Cum. For Quarter |
|------------|-----------|---------|-----------------------------|---------------|-------------|----------|------------|------------------------|
| | | | Draw3 | | | | | |
| 02/13/2017 | 6 | 78126 | Allbrite Pay App. #6 | \$ 334,649.89 | | | | \$ 334,649.89 |
| 02/13/2017 | 7 | 2179 | Allbrite Pay App. #7. | \$ 345,654.31 | | | | \$ 345,654.31 |
| 02/27/2017 | 8 | | Allbrite Pay App. #8 | \$ 117,105.57 | | | | \$ 117,105.57 |
| 12/28/2016 | 1460 R | 2133 | Charles Willis & Assoc. Inc | | \$17,002.00 | | | \$ 17,002.00 |
| 02/13/2017 | 1463 | 2175 | Charles Willis & Assoc. Inc | | \$11,851.00 | | | \$ 11,851.00 |
| 02/03/2017 | 682-001 | 2158 | Carrillo & Associates Inc. | | | | \$4,975.00 | \$ 4,975.00 |
| 02/03/2017 | 682-002 | 2158 | Carrillo & Associates Inc. | | | | \$3,489.50 | \$ 3,489.50 |
| Total | | | | \$797,409.77 | \$28,853.00 | -- | \$8,464.50 | \$ 834,727.27 |

Current Contracts

| | |
|----------------------------------|----------------|
| Allbrite Original Contract Price | \$3,997,777.00 |
| Change Order #1 | \$9,256.50 |
| Change Order #2 | \$23,693.86 |
| Change Order #3 | \$805.28 |
| Change Order #4 | \$8,398.17 |
| Current Contract Sum | \$4,039,930.81 |

| | |
|-----------------------------|--------------|
| Charles Willis & Associates | |
| Basic Fees | \$226,750.00 |
| Travel | \$14,260.00 |
| Misc. Expense | \$3,200.00 |
| Total Sum | \$244,570.00 |

| | |
|-----------------------|-------------|
| Bain Medina Bain Eng. | \$20,610.00 |
|-----------------------|-------------|

| | |
|----------------------------|-------------|
| Carrillo & Associates Inc. | \$32,700.00 |
|----------------------------|-------------|

| | |
|--------------------------------|-------------|
| Esser & Company Consulting LLC | \$75,000.00 |
| Not Grant Reimbursable | |

Total Grant Funds Obligated thru Contracts \$4,338,710.81

Total Grant Agreement \$4,580,387.00

Unobligated Grant Funds \$241,676.19

Percentage of Project Completed: Construction 57% Complete, 203 Days elapsed, 97 Construction Days remaining

Summary and Brief Narrative of Expenditures Incurred to Date: 03/28/3017

| Allbrite Construction Pay Applications | | | | | | | |
|--|------------|----------------------------------|------------------|-----------------------|---------------------|-------------------------|-----------------------------|
| Date | Pay App. # | Total Completed & Stored to Date | This Period Work | This Period Materials | Retainage 10 % Work | Retainage 10% Materials | Total Earned Less Retainage |
| 8/17/2016 | #1 | 182,995.00 | \$182,995.00 | \$0.00 | \$18,299.50 | \$0.00 | \$164,695.50 |
| 8/31/2016 | #2 | 229,995.00 | \$47,000.00 | \$0.00 | \$4,700.00 | \$0.00 | \$42,300.00 |
| 9/30/2016 | #3 | 551,859.46 | \$276,514.19 | \$45,350.27 | \$27,651.42 | \$4,535.04 | \$289,678.00 |
| 10/27/2016 | #4 | \$1,042,089.85 | \$362,734.39 | \$127,496.00 | \$36,273.44 | \$12,749.60 | \$441,207.35 |
| 11/25/2016 | #5 | \$1,405,993.35 | \$363,903.50 | \$0.00 | \$36,390.35 | \$0.00 | \$327,513.15 |
| 12/31/2016 | #6 | \$1,777,826.56 | \$371,833.21 | \$0.00 | \$37,183.32 | \$0.00 | \$334,649.89 |
| 1/31/2017 | #7 | \$2,161,886.91 | \$384,060.35 | \$0.00 | \$38,406.04 | \$0.00 | \$345,654.31 |
| 2/27/2017 | #8 | \$2,292,004.21 | \$130,117.30 | \$0.00 | \$13,011.73 | \$0.00 | \$117,105.57 |
| Total Payments | | | | | | | \$2,062,803.77 |

Pending

Allbrite Construction will have been paid \$2,062,803.77 for Pay Applications #1- #8

Other Services Paid thru 02/28/2017

| | | |
|-------------------------------------|----|-----------|
| Charles Willis & Associates, Inc. | \$ | 86,932.90 |
| Architectural Services | | |
| Bain Medina Bain Engineering Fees | \$ | 10,305.00 |
| Engineering Services | | |
| LEED Registration Fees | \$ | 900.00 |
| LEED Fees | | |
| Carrillo & Associates Inc. | \$ | 8,464.50 |
| Testing Services | | |
| Esser & Company Consulting | \$ | 32,250.00 |
| Grant Administration (County Funds) | | |

1. Project Status:
2. Bonds and Insurance 100% Complete
3. Mobilization 100% Complete
4. SWPPP 100% Complete
5. General Conditions 61% Complete
6. Building Concrete and Rebar 100% Complete
7. Insulated Concrete Forms 100% complete
8. Masonry 100% Complete
9. Structural Steel 100% Complete
10. Steel Erection 100% complete
11. Rough Carpentry 85% Complete
12. Plumbing is 85% Complete
13. EIFS 85% Complete
14. Underground Electrical Rough In and Systems 100% complete
15. Standing Seam Metal roof 45% Complete
16. Firestopping 100% Complete
17. Overhead Doors 80% Complete
18. Paint 30% Complete
19. Steel Studs and Drywall 75% Complete
20. HVAC 85% Complete
21. Electrical 50% Complete
22. Data Conduit and Duct banks 100% Complete
23. Lightening Protection 95% Complete
24. Demo, Site Clear Building Pad 100% Complete
25. Chain Link Fence and Gates 54% Complete
26. Sewer – Septic System 100% Complete
27. Water Piping 100% Complete
28. Storm Water is 4% Complete
29. Aerobic System 100% Complete
30. Boring is 100% Complete
31. Trench Safety is 100% Complete
32. Thru this quarter 203 days have elapsed with 97 contract days remaining. Bi Weekly progress meeting have been held every two weeks to review construction progress, address RFI's, submittals/shop drawings, construction schedules, material deliveries, proposed change orders, LEED reporting, and address any potential delays or concerns. Participants during the Bi Weekly meetings have included Chuck Willis, CWA, Roy Musquiz, VVC, Brook Henderson, Allbrite PM, Steve Lilly, Allbrite Super, AJ Mikeska, Allbrite QC, Raul Padilla, CWA/RPR, Carl Esser, VVC Eloy Padilla, VVC, Lt. Artero, 47CES-PM, Carl Bain (BMB Engineer)
33. A total of Four (4) Change Orders have been approved increasing the original contract price of \$3,997,777.00 by \$42,153.81 resulting in the new construction contract price of \$4,039,930.81.

Grantee's Duly Authorized Representative:

Efrain Valdez Date: 3-13-17
EFRAIN VALDEZ
VAL VERDE COUNTY JUDGE
Val Verde County, Texas

Page 4 of 4

COPY

VOL. 48 PAGE 319



TxCDBG INITIAL ACQUISITION REPORT

14
A600

Grant Recipient Name: Val Verde County

Contract Number: 713076

Region: MRGDC

This form must be submitted prior to release of any contract construction funds. This form must be resubmitted if the need for additional acquisition not previously reported is required.

1. Is acquisition of real property (including acquisition already completed) required to complete the project described in the TxCDBG contract performance statement. (Answer **Yes** or **No**):

☒ **Yes, acquisition activity is required as stated in the performance statement.**

If the performance statement does **not** authorize acquisition, contact your Contract Specialist immediately.

Check the below boxes as applicable to the acquisition activity:

☐ Acquisition has been completed and supporting documentation has been submitted.

☐ Funds are budgeted for the acquisition activity.

☐ Acquisition of real property for the project site is required.

☒ Acquisition of right of way easements is required.

2. Does this locality have the authority to exercise Eminent Domain? (Answer **Yes** or **No**)

☒ **Yes, this locality DOES have the authority to exercise Eminent Domain.**

Check the below boxes as applicable. Acquisition is INVOLUNTARY unless **all** the below are checked.

☒ The locality will inform the property owner of the value of the property.

☒ The locality will NOT acquire the property if negotiations fail to result in an amicable agreement, AND the owner will be informed in writing.

☒ Property to be acquired is NOT part of an intended, planned or designated project area where all or substantially all of the property within the area is to be acquired within specific time limits.

☒ No specific site needs to be acquired.

This acquisition is VOLUNTARY

The locality will inform the owner **IN WRITING** of the just compensation value of the property and 2) that the locality will NOT acquire the property through the use of eminent domain if negotiations fail to result in an amicable agreement.

Description of real property to be acquired and justification for acquisition:

A easement for the waterline along U S Highway 90 approximately 890 linear feet long by 10 feet wide.


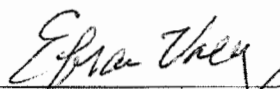
☒ Project map attached indicating location of property to be acquired. (**Required**)

This form required as of September 1, 2016. All previous versions are obsolete.

Please Initial the Following Certifications:

_____ I certify that the above information is correct. All acquisition activity for this project will comply with TxCDBG Project Implementation Manual program requirements and will be completed prior to beginning construction.

_____ I certify that an environmental review is required before the acquisition of any real property.

| | | | |
|-----------------------------------|---|-------|--|
| Printed Name | Efrain Valdez | Title | Val Verde County Judge |
| Signature of Chief Local Official |  | Date |  3-13-17 |

Please note that complete acquisition records remain subject to compliance review during interim and close-out monitoring.

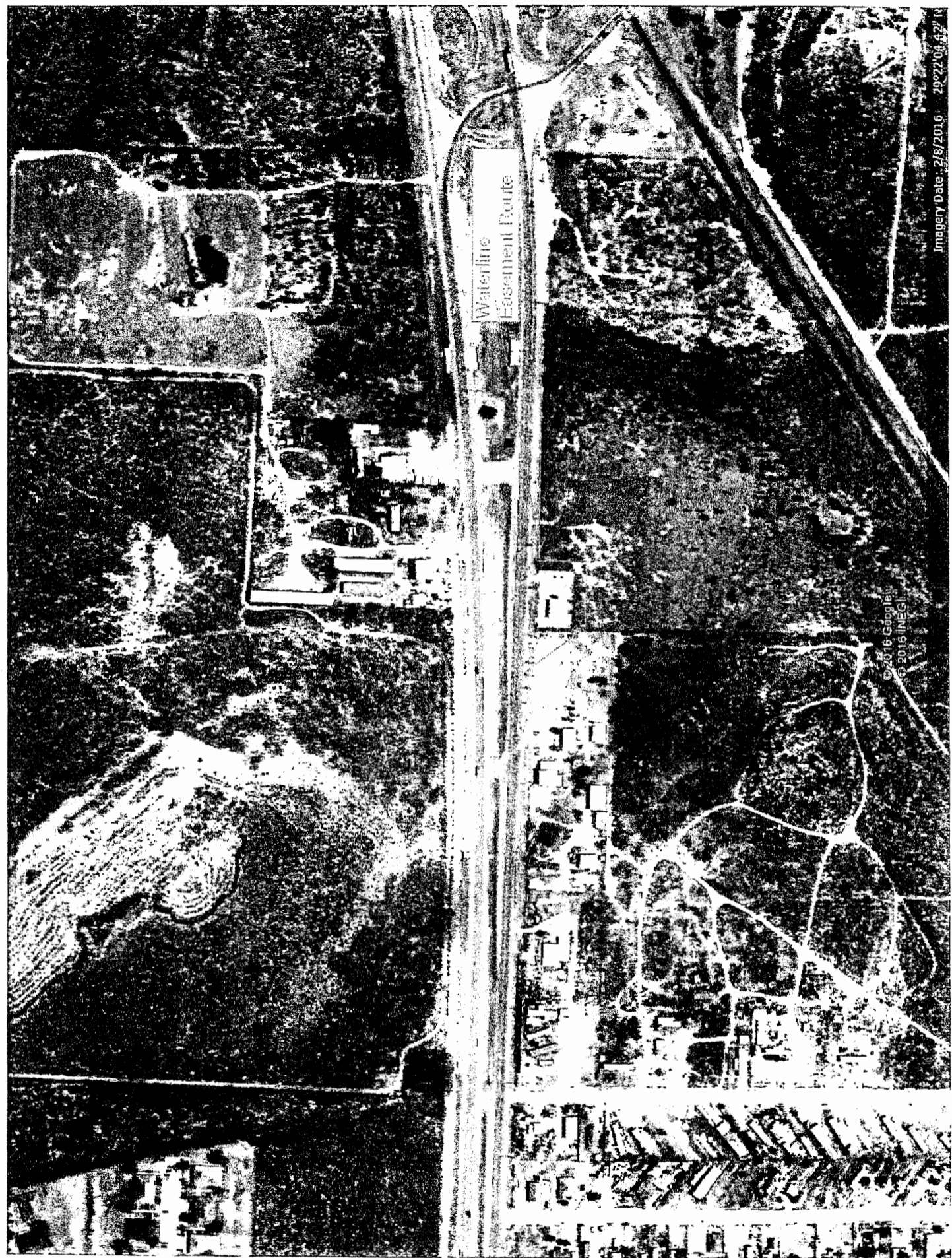
| |
|--------------|
| TDA USE ONLY |
|--------------|

Reviewer: _____ Approval Date: _____

- ☐ TDA accepts the initial acquisition report and grants approval to proceed with involuntary acquisition procedures.
- ☐ TDA accepts the initial acquisition report and grants approval to waive appraisal requirements based on the Grant Recipient's certification of anticipated property value.
- ☐ TDA accepts the initial acquisition report and grants approval to proceed with voluntary acquisition.

COPY

This form required as of September 1, 2016. All previous versions are obsolete.



#10

NEW HIRE PAY DETERMINATION

Any new hires who only meet the minimum requirements of the position will be paid at the base pay. Any new hire who exceeds the minimum job qualifications, the Elected Official/Department Head will have the discretion to pay up to the budgeted amount for that position.

2.17 TRAVEL

All travel on official business shall be authorized by department heads, subject to reimbursement or advance payment of expenses to the individual employee authorized to travel. All travel vouchers, Credit Cards, and reimbursement expenses shall be signed and approved by Elected Official or Department Head. Total travel expenditures for a department shall not exceed the total amount approved by the Commissioners' Court in its' annual County budget. If travel is for a seminar, conference, etc., a copy of the pamphlet or brochure must be attached to request for payment of conference fee in order for payment to be made.

Each County employee is responsible for ensuring that their travel complies with County Policy. A failure to comply will result in delayed reimbursement or rejection of the employee's travel voucher. A County employee may not seek reimbursement of travel expenses that the employee knows are not reimbursable. A County employee shall immediately reimburse the County for an overpayment. An overpayment is an employee's receipt of a reimbursement that exceeds travel policy guidelines.

A department head shall not authorize travel if insufficient funds remain in the travel line item to pay the anticipated cost. The department head may petition the Commissioners' Court for a line item transfer within the department budget. This may be done in the event a bona fide emergency causes the balance in the travel line item to be insufficient to pay the anticipated expenses for the necessary travel. Department heads may also request an emergency transfer of funds from other County budget accounts to the affected travel line item.

When it is practical (physically and emotionally) for employees to share lodging and/or transportation, they should do so to conserve financial resources (tax dollars). The decision concerning this issue shall be made jointly by the department head and employees involved.

The Maximum daily allowance for hotel room per day is \$150.00 (before taxes). If the host hotel for the conference or seminar is greater than \$150, then the rate being charged would be approved. Only during Legislation Session, the Maximum daily allowance for hotel room per day in Austin, Tx. And Washington DC will be \$275.00 (before taxes). These expenses will be paid with the County issued credit card.

Employees or elected officials traveling outside the county may request a per diem for meals of up to \$46.00 per day, in addition to mileage providing they are traveling on official business for overnight stay. The advance shall be requested no less than 3 business days prior to departure date or earlier on a Travel Statement form provided by the County Auditor's Office. County Credit Cards will not be accepted for meal expenses. The only exception would apply to Road Crews and Sheriff's Office Transport Division. Credit cards cannot be used for payment of tipping/gratuities. On those occasions where the exception does apply, itemized receipts must be provided. Day trip meals are an IRS Taxable Fringe Benefit and will be treated according to IRS Regulations. (See below)

ONE DAY TRIP ALLOWANCE WILL BE DETERMINED BY THIS TABLE

| | | | |
|-----------|------------------|-------|---------|
| Breakfast | 7 a.m. – 10 a.m. | ----- | \$12.00 |
| Lunch | 11 a.m. – 1 p.m. | ----- | \$16.00 |
| Dinner | 6 p.m. – 7 p.m. | ----- | \$18.00 |

A County employee should be able to arrive in the County at their destination no later than 8:30p.m. For driving destinations in excess of 350 miles, a full day's travel should be planned. Prior day travel will be left at the Elected Official/Department Heads discretion.

Hotel expenses can only be claimed for the actual cost of the room, telephone calls, movies, room service, and snacks or beverages are not subject for reimbursement. Parking and cab fare will be left at the Elected Official/Department Heads discretion for approval. If and when parking & cab fare is incurred the traveler will be reimbursed upon Commissioners Court approval. Hotel/Motel receipts must be itemized.

The County will reimburse employees for mileage driven on their personal vehicles at the current federally approved rate when such mileage is for authorized work related business.

When employees from the same department travel with the same itinerary, they must coordinate travel. When four or fewer employees travel on the same itinerary, only one may be reimbursed for mileage. When more than four employees travel on the same itinerary, only one out of every four may be reimbursed for mileage. Texas Government Code Section 660.044. Exceptions can only be granted by order of the Commissioners Court prior to the date of travel.

The mileage to be paid will be based on the information contained in the Google Map Website from location to location submitted by traveler. If a destination is not listed in the guide, the mileage will be computed in the following manner.

- a. The mileage to the nearest city to the destination will be determined by the guide.
- b. The official state map will be used to set the mileage between the nearest city and the destination.
- c. The two figures will be combined and the total mileage determined.

When employees are reimbursed for authorized work related business use of their personal vehicles, it is understood that the authorized reimbursement fee includes each and every operating expense related to the automobile or driving of the auto including, but not limited to:

- Gas
- Oil
- Repairs
- Maintenance
- Depreciation and,
- Insurance on the employees automobile

The County's insurance does not include liability or physical damage to a personal auto for an employee or any other person involved in an accident with an employee.

All employees who use their personal vehicle for business are expected to maintain at least the minimum amount of insurance as required by the State of Texas. Employees who receive an auto allowance are encouraged to obtain Class 3 business insurance for vehicles to be used in the normal course of County business.

The method of travel shall be approved by the department head. The use of the least expensive method is encouraged, relevant to the time constraints and budgetary limits of the affected department and cost of an employee/elected officials' time.

The County will reimburse actual expenses on travel by Air, Bus and Train at the lowest possible rates. Use of a private vehicle for travel outside the County for trips in excess of 800 miles round-trip will be reimbursed at a rate not to exceed the total cost of round-trip coach airfare.

The Auditor shall approve the request if there are sufficient funds in the affected departmental travel account to pay the reimbursement; or, in the event an advance has been requested, sufficient funds to pay both the advance and the anticipated balance for reimbursement. In the event the Auditor determines that sufficient funds are not available, notice shall be given to the department head and travel shall not be authorized without prior approval of the Commissioners' Court.

Only Val Verde County approved Travel Statement will be accepted. (See Exhibit "A")

Val Verde County

Travel Voucher

Name of Traveler

Mode of Transportation

Destination

Depart

Mileage

Return

Date

Date

| | | | | | | | |
|------------------|------|------|------|------|------|------|------|
| Date | | | | | | | |
| | Sun | Mon | Tues | Wed | Thur | Fri | Sat |
| Mileage | | | | | | | |
| Meals | | | | | | | |
| Cab Fair/Parking | | | | | | | |
| Total | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Day trip breakdown

Breakfast 7Am-10AM \$12.00

Lunch 11AM-1PM \$16.00

Dinner 6PM-7PM \$18.00

Total amount claimed for reimbursement

Submitted

\$ -

Signature of Traveler

Signature of Elected Official
or Department Head

Exhibit "A"

****Up to \$46.00 per day for meals****

****Agenda & GoogleMap must be attached****

ADVERTISEMENT FOR BIDS

Sealed proposals addressed to Efrain Valdez, Val Verde County Judge, and County Commissioners of Val Verde County, Texas, will be received at the Val Verde County Purchasing Department Attention Mr. Roy Musquiz, Val Verde County Purchasing Agent, Val Verde County Courthouse, 3rd Floor 400 Pecan Street, Del Rio, Texas 78840, until **2:30 P.M. on April 4, 2017**, for construction of the **Water Main Improvements (Pipeline Material Supply Only), TxCDBG Contract No. 7215499**, at which time and place will be publicly opened and read aloud. Any bid received after closing time will be returned unopened. Bids are invited for several items and quantities of work as follows:

Principal materials include approximately 1,600 L.F. of 12" PVC water main, 260 L.F. of 6" PVC water main, gate valves, water meters, and all necessary fittings and appurtenances. These items are for material only bid, no construction activities are proposed for the above items. All necessary appurtenances shall be incorporated into the bid. The material delivery site is located in the City of Del Rio, Texas at the Owner's designated site.

Bidders shall submit with their bids a Certified Check in the amount of five percent (5%) of the bid issued, payable to Val Verde County, Texas without recourse, or a Proposal Bond in the same amount from a negotiable U.S. Government Bonds as a guarantee that Bidder will enter into a contract and execute payment bonds on the forms provided, within ten (10) days after the award of Contract. Bids without check or Proposal Bond will not be considered.

The successful Bidder must furnish a Payment Bond in the amount of 100% of the contract price from an approved Surety Company holding a permit from the State of Texas to act as Surety and acceptable according to the latest list of companies holding certificates of authority from the Secretary of Treasury of the United States, or other Surety or Sureties acceptable to the Owner.

The successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual identity, gender identity, or national origin. Adherence to the grant recipient's Section 3 Policy is required for contracts and subcontracts in excess of \$100,000.00.

All contractors/subcontractors which are debarred, suspended or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.

Plans and specifications may be examined without charge at the County Courthouse, 400 Pecan Street, 3rd Floor, Del Rio, Texas 78840. Bid Documents and Construction Drawings for the project may be viewed and downloaded free of charge (with the option to purchase hard copies) at www.civcastusa.com. Bidders must register on this website in order to view and/or download specifications, plans and other related documents for this project. Printed copies of the specifications and drawings may also be viewed at the Engineer's office, TRC Engineers, Inc., 505 East Huntland Drive, Suite 250, Austin, Texas 78752, (512) 454-8716.

Please submit questions for this project seven (7) days prior to bid opening through www.civcastusa.com in the Q&A portal. All addenda issued for this project will be posted on

www.civcastusa.com. It is the responsibility of the Contractor bidding to use proper scaling, paper width and length, etc. Failure to do so may result in error in the Unit Bid Quantities and/or Bid Amounts.

The County Commissioners of Val Verde County reserves the right to reject any or all bids or to waive formalities in the bidding. Bids may be held by the County for a period not to exceed 60 days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidder's qualifications prior to the contract award.

VAL VERDE COUNTY, TEXAS
Efrain Valdez, County Judge

LEASE AGREEMENT

This Agreement is entered into by and between the County of Val Verde ("Lessor"), acting herein by and through its County Judge as authorized agent for Lessor and Del Rio National Little League. ("Lessee"), for the lease of premises known as (Baseball Field). For and in consideration of the mutual promises herein after set out to be kept and performed, the parties hereby agree to the following terms and conditions:

1. Terms of Lease: This Lease Agreement shall commence on 02/020/2017 and shall terminate on 07/14/2017.
2. Termination of Lease: Each party shall have the absolute right to terminate this Lease Agreement at any time and for any reason without a hearing and without necessity of showing good cause. This Lease Agreement is terminable at the will of either party hereto only after the party terminating this Lease Agreement has given the other party sixty (60) days written notice of its intent to terminate the lease. Notice to the county shall be deemed sufficient if addressed to its County Judge and sent by certified mail to 400 Pecan Street, Del Rio, TX 78840. Notice to the Lessee shall be deemed sufficient if addressed to Pat Rodriguez and sent by certified mail to P.O. Box 941 Del Rio Texas 78841.
3. Consideration: Lessee shall pay to the County of Val Verde as consideration for the use of the property, the amount of \$ 1.00 for time specified payable in advance due on February 20, 2017. No other fees or payments are authorized unless specifically set out in the Lease Agreement.
4. Inspection of Property: Lessee shall inspect the property prior to the execution of this Lease Agreement to determine if the property is acceptable and suited for its intended use. By executing this Lease Agreement, Lessee acknowledges that the property has been inspected and is suitable for its intended use in its current condition. Furthermore, Lessee warrants it has complied with all applicable laws.
5. Insurance: Lessee shall at all times maintain in full force and effect an insurance policy in the amount of \$1,000,000 that names the County of Val Verde as additional insured and protects the parties against any and all liability arising out of any injury, including injuries to persons and property, which may occur on the premises described herein or which may result from any use connected with such premises. Lessee shall furnish to Lessor at the time this Lease Agreement is executed, an appropriate certificate of insurance showing thereon the effective dates of the policy, the amounts of the policy, the insurer, the named insured and any other pertinent matters.
6. Indemnification: Lessee shall indemnify Lessor for any and all damages, claims for damages, lawsuits, judgments and any other liabilities arising from the use of the property, as well as attorney's fees and other costs relating to the aforementioned.

7. Violation of Lease Agreement: If Lessee violates any of the terms of this Lease Agreement, the County of Val Verde shall give written notice of the violation and the Lease Agreement shall become immediately void. Any monies paid as consideration for this Lease Agreement shall be forfeited.

8. Parties Bound: This Lease Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Lease Agreement.

9. Applicable Law: This Lease Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties are performable in Val Verde County, Texas.

10. Legal Construction: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Lease Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

11. Prior Agreements Superseded: This Legal Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties.

12. Amendment: No amendment, modification or alteration of the terms of this Lease Agreement shall be binding unless the same is in writing, dated subsequent to the date of this Lease Agreement and duly executed by the parties.

13. Rights and Remedies Cumulative: The rights and remedies provided by this Lease Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

14. Waiver of Default: No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Lease Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant of this Lease Agreement.

15. Attorney's Fees: In the event Lessor or Lessee breaches any of the terms of this Lease Agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

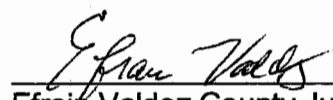
16. Force Majeure: Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material

or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonable within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

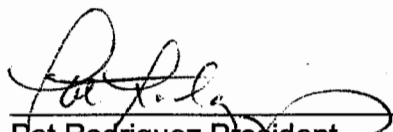
17. Description of property: Baseball Fields on Garza Lane Sports Complex. Fields 1, 2, 3, and additional softball field, Concession stands plus parking area including paved and non paved area.

18. **NO BLANK SPACES**: BY EXECUTING THIS DOCUMENT, LESSOR AND LESSEE ARE VERIFYING THAT NO BLANK SPACES REMAIN IN THE LEASE AGREEMENT.

EXECUTED on this 13th day of March, 2017.



Efrain Valdez County Judge
On behalf of Val Verde County



Pat Rodriguez President
On Behalf of DRNLL

Presented to Val Verde Commissioners Court on 3, 13, 17 and made a part of the court's minutes.

COPY

#2

VAL VERDE COUNTY FAIRGROUNDS LEASE AGREEMENT

This Agreement is entered into by and between the County of Val Verde ("Lessor"), acting herein by and through its County Judge as authorized agent for Lessor (**Mud Racing**) ("Lessee") acting by and through its agent, **Del Rio 4x4 Mud racing and Mr. Luis Flores** for the lease of premises more commonly known as the Val Verde County Fairgrounds. For and in consideration of the mutual promises hereinafter set out to be kept and performed, the parties hereby agree to the following terms and conditions:

1. Terms of Lease: This lease shall commence on dates as follow: March 25, 2017, at 3:00 PM for use of the office located at the Val Verde County Fairgrounds.
2. Description of Property: The following building(s) and area(s) located on the Val Verde County Fairgrounds are to be leased beginning on Saturday on 3/25/2017 and ends on Sunday, March 26, 2017.

| | |
|---------------------|--------------------|
| Large Arena | Grandstands |
| Pavilion | Parking Lot(s) |
| Racetrack | Restrooms |
| Concessions Stands* | Fairgrounds Office |
| Small roping arena | |

*There will be no glass bottles permitted at the concessions stands.

3. Consideration: Lessee shall pay to the County of Val Verde as consideration for the use of the fairgrounds, the amount of \$ **250.00** per event day, payable when the contract is executed. In addition, a deposit in the amount of \$ **500** shall be paid at the time and in accordance with the terms specified in paragraph 9 of this lease agreement. No other fees or payments are authorized unless specifically set out in the Lease Agreement.
4. Cancellation: The following amount will be refunded if Lessee seeks to cancel this Lease Agreement. This notice of cancellation must be made in writing and delivered to the Val Verde County Judge.

If notice is received 45 days or more prior to event - 100% refund
If notice is received 45 days to 20 days prior to event - 50% refund
If notice is received less than 20 days prior to event - 0% refund

5. Deposit Refund: The deposit paid by Lessee shall be refunded to Lessee by Lessor within 10 days after Lessee and Lessor's agent inspected the property and determined that it is unacceptable condition an after Lessor's

agent has determined that all costs of utilities (or clean up fees as specified in paragraph 9 of this lease) have been paid. Appropriate amounts shall be deducted for damages to the premises, as well as for nonpayment of utilities. These deductions shall be specified in writing and delivered to Lessee on or before the date the deposit refund is due.

6. Inspection of Property: Lessee shall inspect the property prior to the execution of this Lease Agreement to determine if the property is acceptable and suited for its intended use. By executing this Lease Agreement, Lessee acknowledges that the property has been inspected and is suitable for its intended use in its current condition.
7. Equipment: Lessor shall not provide any equipment to Lessee. Lessor shall prepare the arena for use by Lessee on 3/25/2017. This does not include set up for event. Lessee shall inspect the arena to determine if it is satisfactory for its intended use. Thereafter, it shall be the Lessee's sole responsibility to maintain the arena for its intended use during the lease term.
8. Utilities: Lessee shall be solely responsible for the payment of utilities (water/electricity) during the lease term.
9. Clean-up: Lessee and Lessor acknowledge that Lessee has the option to clean up the facilities.

In the event Lessor is responsible for clean-up, Lessee shall deliver to Lessor a \$500 deposit/clean up fee along with written confirmation that he is exercising the option of having Lessor clean up the premises. Lessor warrants that there will be a cleanup crew after every performance and that clean up shall be accomplished prior to each performance.

In the event Lessee is responsible for clean up, Lessee shall deliver to Lessor a \$500 deposit along with written confirmation that he is exercising the option of cleaning up the premises. Lessor shall inspect the premises on a date as specified in opportunity to correct any clean up problems as indicated by Lessor or Lessor's agent prior to the expiration of the lease term.

10. Security: Uniformed security officers shall be provided by Lessee at Lessee's expense for the event period beginning at 7:00 a.m. on March 25, 2017, at 7:00 p.m. Lessee shall coordinate with the Val Verde County Sheriff to ensure that the Fairgrounds Rules relating to security are followed.
11. Insurance: Lessee shall at all times maintain in full force and effect an insurance policy that names the County of Val Verde as additional insured

and protects the parties against any and all liability arising out of any injury, including injuries to persons and property, which may occur on the premises described herein or which may result from any use connected with such premises. Lessee shall furnish to Lessor at the time this lease is executed, an appropriate certificate of insurance showing thereon the effective dates of the policy, the amounts of the policy, the insurer, the named insured and any other pertinent matters.

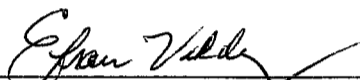
12. **INDEMNIFICATION:** LESSEE SHALL AND DOES HEREBY FULLY INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS SUCCESSORS, ASSIGNS, AGENTS, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITIES, INJURY, DEMANDS, SUITS, ACTIONS, CLAIMS, PROCEEDINGS, DAMAGES, JUDGMENTS, AWARDS, PENALTIES, COSTS AND/OR EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS FEES, OF WHATSOEVER NATURE, PAST, PRESENT OR FUTURE, ARISING FROM OR RELATED TO PERFORMANCE OF THIS AGREEMENT.
13. **Rules and Regulations:** Lessee shall at all times adhere to the Rules and Regulations adopted by the Val Verde County Fairgrounds Committee. By signing this Lease Agreement, Lessee acknowledges that a copy of the Rules and Regulations has been provided to Lessee and that Lessee has read and understands said Rules and Regulations. A copy of said Rules and Regulations is attached to this agreement as Exhibit "A" and Exhibit "B."
14. **Resolution of Problems:** The Fairgrounds Manager shall be available for resolution of any problems which may arise during the lease term, which includes problems arising during the event. In the event no resolution is reached, Lessee may request assistance from the Val Verde County Commissioners Court designee. Lessor warrants that the Fairgrounds Manager or another person designated by the Val Verde County Commissioners Court shall be available to Lessee during the event.
15. **Violation of Lease Agreement:** If Lessee violates any of the terms of this Lease Agreement, including the Rules and Regulations, the County of Val Verde shall give written notice of the violation and the Lease Agreement shall become immediately void. Any monies paid as consideration for this Lease Agreement shall be forfeited.
16. **Parties Bound:** This Lease Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Lease Agreement.

17. Applicable Law: This Lease Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties are performable in Val Verde County, Texas.
18. Legal Construction: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Lease Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.
19. Prior Agreements Superseded: This Legal Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties.
20. Amendment: No amendment, modification or alteration of the terms of this Lease Agreement shall be binding unless the same is in writing, dated subsequent to the date of this Lease Agreement and duly executed by the parties.
21. Rights and Remedies Cumulative: The rights and remedies provided by this Lease Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
22. Waiver of Default: No waiver by the parties hereto of any default or breach of any term, condition or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant of this Lease Agreement.
23. Attorney's Fees: In the event Lessor or Lessee breaches any of the terms of this Lease Agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.
24. Force Majeure: Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonable within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.


25. This lease agreement shall serve as a permit for purposes of complying with the Fairgrounds Rules.

27. **NO BLANK SPACES: BY EXECUTING THIS DOCUMENT, LESSOR AND LESSEE ARE VERIFYING THAT NO BLANK SPACES REMAIN IN THE LEASE AGREEMENT.**

EXECUTED in MULTIPLE ORIGINALS on this 13th day of March, 2017.


Efrain Valdez

On behalf of Val Verde County


On behalf of the Del Rio 4X4 Mud
racing
(Luis Flores)

Presented to Val Verde Commissioners Court on 3, 13, 17 and made a part of the court's minutes.

COPY

LEASE AGREEMENT

This Agreement is entered into by and between the County of Val Verde ("Lessor"), acting herein by and through its County Judge as authorized agent for Lessor and The Border Youth Soccer League ("Lessee"), for the lease of premises known as (property description). For and in consideration of the mutual promises hereinafter set out to be kept and performed, the parties hereby agree to the following terms and conditions:

1. Terms of Lease: This Lease Agreement shall commence on Tuesday 3/15/17 and shall terminate on Saturday 06/17/2017.

2. Termination of Lease: Each party shall have the absolute right to terminate this Lease Agreement at any time and for any reason without a hearing and without necessity of showing good cause. This Lease Agreement is terminable at the will of either party hereto only after the party terminating this Lease Agreement has given the other party sixty (60) days written notice of its intent to terminate the lease. Notice to the county shall be deemed sufficient if addressed to its County Judge and sent by certified mail to 400 Pecan Street, Del Rio, TX 78840. Notice to the Lessee shall be deemed sufficient if addressed to Hector E. Urteaga and sent by certified mail to 116 Glendale Del Rio Texas 78840 .

3. Consideration: Lessee shall pay to the County of Val Verde as consideration for the use of the property, the amount of \$ 1.00 for time specified payable in advance due on 3/15/16 No other fees or payments are authorized unless specifically set out in the Lease Agreement.

4. Inspection of Property: Lessee shall inspect the property prior to the execution of this Lease Agreement to determine if the property is acceptable and suited for its intended use. By executing this Lease Agreement, Lessee acknowledges that the property has been inspected and is suitable for its intended use in its current condition. Furthermore, Lessee warrants it has complied with all applicable laws.

5. Insurance: Lessee shall at all times maintain in full force and effect an insurance policy in the amount of \$1,000,000 that names the County of Val Verde as additional insured and protects the parties against any and all liability arising out of any injury, including injuries to persons and property, which may occur on the premises described herein or which may result from any use connected with such premises. Lessee shall furnish to Lessor at the time this Lease Agreement is executed, an appropriate certificate of insurance showing thereon the effective dates of the policy, the amounts of the policy, the insurer, the named insured and any other pertinent matters.

6. Indemnification: Lessee shall indemnify Lessor for any and all damages, claims for damages, lawsuits, judgments and any other liabilities arising from the use of the property, as well as attorney's fees and other costs relating to the aforementioned.

7. Violation of Lease Agreement: If Lessee violates any of the terms of this Lease Agreement, the County of Val Verde shall give written notice of the violation and the Lease Agreement shall become immediately void. Any monies paid as consideration for this Lease Agreement shall be forfeited.

8. Parties Bound: This Lease Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Lease Agreement.

9. Applicable Law: This Lease Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties are performable in Val Verde County, Texas.

10. Legal Construction: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Lease Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

11. Prior Agreements Superseded: This Legal Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties.

12. Amendment: No amendment, modification or alteration of the terms of this Lease Agreement shall be binding unless the same is in writing, dated subsequent to the date of this Lease Agreement and duly executed by the parties.

13. Rights and Remedies Cumulative: The rights and remedies provided by this Lease Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

14. Waiver of Default: No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Lease Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant of this Lease Agreement.

15. Attorney's Fees: In the event Lessor or Lessee breaches any of the terms of this Lease Agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

16. Force Majeure: Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts,

material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonable within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

17. Description of property: All Soccer Fields on Garza Lane Sports Complex. Including paved and non paved parking area and restrooms.

18. **NO BLANK SPACES: BY EXECUTING THIS DOCUMENT, LESSOR AND LESSEE ARE VERIFYING THAT NO BLANK SPACES REMAIN IN THE LEASE AGREEMENT.**

EXECUTED on this 13th day of March, 2017.

Efrain Valdez
Efrain Valdez County Judge
On behalf of Val Verde County

Hector E. Urteaga
Hector E. Urteaga
On Behalf of the Border Youth
Soccer League

Presented to Val Verde Commissioners Court on 3, 13, 17 and made a part of the court's minutes.

COPY

VAL VERDE COUNTY PARK & RECREATION SURVEY

- Val Verde County is currently preparing the Val Verde County Parks, Recreation, and Open Space Master Plan 2017/2027 (Plan). Public input is an important portion of the Plan. To ensure the public has an opportunity to voice their opinion, County officials are asking citizens living within Val Verde County, the City of Del Rio, the DRSFCISD and the Comstock Independent School District to participate in a short 19 question survey. Answering survey questions will allow individuals to express opinions, wants, and needs regarding County owned and managed parks, the future development of open space in Val Verde County, and recreational programs.
- The plan will provide for substantial improvements in all county parks, including the Val Verde County Fairgrounds, land acquisition, and many other improvements.
- Please complete this survey by indicating the answers that best reflect your attitudes and opinions.
- Your opinion is important and the County would like to thank you for taking the time to complete the survey.

VAL VERDE COUNTY PARK & RECREATION SURVEY

- **#1.** How often have you or members of your household visited the County parks listed below or used recreation facilities in Val Verde County in the last year? (Multiple answers may be indicated.)

| Park Name | Once a week | Once a Month | More than once a month | 2 or more times/year | Never |
|-----------|-------------|--------------|------------------------|----------------------|-------|
| . | | | | | |
| . | | | | | |
| . | | | | | |
| . | | | | | |
| . | | | | | |
| . | | | | | |

- **#2.** How would you rate the physical condition of the parks in Val Verde County? (Multiple answers may be indicated.)

| Park Name | Excellent | Good | Fair | Poor | Don't Know Not Familiar |
|-----------|-----------|------|------|------|-------------------------|
| . | | | | | |
| . | | | | | |
| . | | | | | |
| . | | | | | |
| . | | | | | |
| . | | | | | |

VAL VERDE COUNTY PARK & RECREATION SURVEY

- #3. Overall, how would you rate the parks and recreation opportunities in Val Verde County? (Please indicate one answer.)
 - Excellent
 - Good
 - Fair
 - Poor
 - Don't Know Not Familiar

VAL VERDE COUNTY PARK & RECREATION SURVEY

- #4. From the list below, please mark the top four ways you learn about parks and recreation activities offered in Val Verde County? (Indicate only four answers.)
- County Website _____
- Radio _____
- Television _____
- Word of Mouth _____
- City Newspaper _____
- Calling/Talking to County Personnel _____
- Social Media _____
- Local/Other Websites _____
- Other _____

VAL VERDE COUNTY PARK & RECREATION SURVEY

- #5. If you selected "social media" in Question 4 as one of the top four ways you learn about parks and recreation activities offered by Val Verde County, which social media platform do you prefer?
(Indicate only one answer.)
- Face Book _____
- Twitter _____
- You Tube _____
- Instagram _____

VAL VERDE COUNTY PARK & RECREATION SURVEY

- #6. Does the County have enough parkland? (Please indicate one answer.)
- Yes _____
- No _____
- Don't Know Not Familiar _____
- If you answered "No", where do you think new parks are needed?

VAL VERDE COUNTY PARK & RECREATION SURVEY

- #7. Would you support a Bond Election for funds to develop new and existing public parks and recreation facilities?
- Yes _____
- No _____
- Maybe _____

VAL VERDE COUNTY PARK & RECREATION SURVEY

- #8. What is the single most important issue or need concerning Val Verde County parks or recreation programs? (Write in any comments.)

VAL VERDE COUNTY PARK & RECREATION SURVEY

- #9. From the FACILITIES listed below, please indicate how well you or someone in your household feels this need is currently being met in existing parks in Val Verde County. (Please indicate one answer for each program activity.)

VAL VERDE COUNTY PARK & RECREATION SURVEY

VOL. 48 PAGE 350

| Activity | This need is fully met No additional facilities are needed | This Need is Nearly Met | This Need is Half Met | This Need is somewhat Met | This Need is Not Met at All | No Opinion |
|------------------------------|--|-------------------------|-----------------------|---------------------------|-----------------------------|------------|
| Baseball Fields | | | | | | |
| Softball Fields | | | | | | |
| Soccer Fields | | | | | | |
| Football Fields | | | | | | |
| Basketball Courts | | | | | | |
| Lacrosse Fields | | | | | | |
| Tennis Courts | | | | | | |
| Volleyball Courts | | | | | | |
| Skate Parks | | | | | | |
| BMXTrack | | | | | | |
| Bicycle Trails | | | | | | |
| Dog Park | | | | | | |
| Disc Golf | | | | | | |
| Playscapes/Playgrounds | | | | | | |
| Pavilions/Shelters | | | | | | |
| Picnic Areas | | | | | | |
| Walking/Hiking Trails | | | | | | |
| Natural Area/Open Space | | | | | | |
| Wildlife Viewing Area | | | | | | |
| Fishing Access Area | | | | | | |
| Community Gardens | | | | | | |
| Botanical Gardens | | | | | | |
| Amphitheater | | | | | | |
| Equestrian/Livestock Arenas | | | | | | |
| Water Playscapes/Splash Pads | | | | | | |
| Outdoor Pools | | | | | | |
| Indoor Pools | | | | | | |

VAL VERDE COUNTY PARK & RECREATION SURVEY

- #10. From the FACILITIES listed prior, please indicate the top three that are the most important to your household? (Write in your preference below.)

1st. _____

2nd. _____

3rd. _____

VAL VERDE COUNTY PARK & RECREATION SURVEY

- #11. Please list any FACILITIES not noted in the survey that Val Verde County should consider constructing in the future. (List and write in any comments.)

VAL VERDE COUNTY PARK & RECREATION SURVEY

- #12. From the PROGRAMS & ACTIVITIES listed below, please indicate if you or someone in your household has a need for each of the activities or recreational programs. (Please indicate one answer for each program activity.)

| Activity | This need is fully met No additional facilities are needed | This Need is Nearly Met | This Need is Half Met | This Need is somewhat Met | This Need is Not Met at All | No Opinion |
|-----------------------------------|--|----------------------------|--------------------------|------------------------------------|-----------------------------------|---------------|
| Youth Summer Camps | | | | | | |
| Youth Sports | | | | | | |
| Adult Sports | | | | | | |
| Outdoor Adventure Sports | | | | | | |
| Equestrian & Livestock Facilities | | | | | | |
| Fitness & Wellness | | | | | | |
| Senior Programming | | | | | | |
| Visual & Performing Arts | | | | | | |
| Creative Arts & Crafts | | | | | | |
| Swimming & Aquatics | | | | | | |
| Indoor Recreation | | | | | | |
| Music in the Park | | | | | | |
| Movies in the Park | | | | | | |
| Nature Education | | | | | | |
| Birding Wildlife Viewing | | | | | | |

VAL VERDE COUNTY PARK & RECREATION SURVEY

- #13. From the PROGRAMS & ACTIVITIES listed in Question 12, please indicate the top three that are the most important to your household? (Write in your preference below.)

- 1st. _____
- 2nd. _____
- 3rd. _____

VAL VERDE COUNTY PARK & RECREATION SURVEY

- #14. Please list any PROGRAMS/ACTIVITIES not noted in the survey that Val Verde County should consider providing in the future. (List and write in any comments.)

VAL VERDE COUNTY PARK & RECREATION SURVEY

- #15.
- I am:
- Male _____
- Female _____

- #16.
- I Own My Own Home /Rent My Own Home
- I Own My Home _____
- I Rent My Home _____

- #17.
- I have lived in Val Verde County for _____ years. (Indicate only one answer.)
- Less than 1 Year
- 1-5 Years
- 6-10 Years
- 11-20 years
- 20 + years

VAL VERDE COUNTY PARK & RECREATION SURVEY

- #18.
- I am (indicate only one answer)
- Employed Full Time ____
- Self-Employed _____
- Employed Part Time ____
- Unemployed _____
- Homemaker _____
- Student _____
- Retired _____

VAL VERDE COUNTY PARK & RECREATION SURVEY

- #19.
- Including yourself, indicate the NUMBER of people in your household who are in the following age categories. (If none, write "0".)
- Under 6 years old _____
- 6-12 years _____
- 13-18 years _____
- 19-24 years _____
- 25-44 years _____
- 45-64 years _____
- 65 years & older _____

VAL VERDE COUNTY PARK & RECREATION SURVEY

- Thank you for your participation in this survey. Your input will help develop the future vision for parks and recreation in Val Verde County, Texas

SAN FELIPE DEL RIO
Consolidated Independent School District



P.O. DRAWER 428002

DEL RIO, TEXAS 78842

March 8, 2017

TO: Generosa (Janie) Gracia-Ramon
Val Verde County Clerk

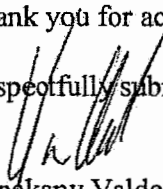
RE: May 6, 2017 Bond Election

The Board of Trustees of the San Felipe Del Rio Consolidated Independent School District approved a contract with the Val Verde County Clerk/Election Officer to serve as the Election Administrator for the 2017 Bond Election.

The San Felipe Del Rio CISD Board of Trustees is requesting the use of the County Courthouse (hallway only) county owned election equipment for the conduct of their 2017 Bond Election.

Thank you for accepting this request for the 2014 and 2016 Board of Trustee elections.

Respectfully submitted,


Yanakany Valdez
Chief Financial Officer

EQUAL OPPORTUNITY EMPLOYER
Telephone: (830) 778-4000

VOL. 48 PAGE 360



Western Surety Company

29 \$#IX

RIDER

It is hereby mutually agreed and understood by and between the Principal and WESTERN SURETY COMPANY, that instead of as originally written:

The description has been changed to read:
TAX ASSESSOR/COLLECTOR VAL VERDE COUNTY COMMISSIONERS COURT

No further changes other than above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the _____ bond _____, except as hereinabove set forth.

This Rider becomes effective on the 31st day of January, 2017, at twelve and one minute o'clock a.m., standard time.

Attached to and forming part of _____ bond _____ No. 69694336
issued by WESTERN SURETY COMPANY of Sioux Falls, South Dakota, to
Beatriz I. Munoz

Signed this 31st day of January, 2017.

WESTERN SURETY COMPANY

By Paul T. Brufay
Paul T. Brufay, Vice President

Form 12B-1-2015



Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS } ss
County of Val Verde

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 69694336

That we, Beatriz I. Munoz, as Principal, and
WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety,

are held and bound unto ¹the Governor of Texas, his successors in office,

in the sum of ²One Hundred Thousand and 00/100 DOLLARS (\$100,000.00),
for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and
severally, by these presents.

Dated this 26th day of August, 2015.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden
Principal was on the _____ day of _____, duly
appointed to the office of Tax Assessor/Collector in and for ³Val Verde
(Elected—Appointed)

County, State of Texas, for a term of four year commencing on the 1st day of
January, 2016.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties
required of him by law as the aforesaid officer, and shall ⁴
faithfully perform the duties of assessor-collector.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the
number of claims which may be made against this bond, the liability of the Surety shall not be cumulative
and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not
exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the
party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's
liability hereunder shall terminate as to subsequent acts of the Principal.

Beatriz I. Munoz Principal
WESTERN SURETY COMPANY
By Paul T. Brumat
Paul T. Brumat, Vice President

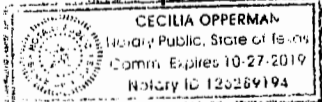
ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS } ss
County of Val Verde

Before me, Beatriz I. Munoz on this day, personally appeared
_____, known to me to be the person whose name is subscribed to
the foregoing instrument and acknowledged to me that he executed the same for the purposes and
consideration therein expressed.

Given under my hand and seal of office at Del Rio, Texas,
this 15th day of December, 2015.

SEAL



Cecilia Opperman
Val Verde County, Texas

BONDS OF NEWLY ELECTED, RE-ELECTED, EXPIRED AND/OR RENEWAL

AGENDA ITEM #24

| | | | | | |
|------------|--|--|----------------------------|-------------------------|--------------------------------------|
| NEW | MIKE BAGLEY | DISTRICT ATTORNEY, 63 RD JUDICIAL DISTRICT | \$5,000 | GOVERNOR | DISTRICT JUDGE |
| RE-ELECTED | ANA MARKOWSKI SMITH | COUNTY ATTORNEY | \$2,500 | GOVERNOR | COMM CRT |
| APPOINTED | MATTHEW S WEINGARDT | COUNTY AUDITOR | \$5,000 | DISTRICT JUDGE | DISTRICT JUDGE COMM CRT |
| RE-ELECTED | JOSE FRANCISCO "JOE FRANK" MARTINEZ | SHERIFF | \$5,000 | GOVERNOR | COMM CRT |
| RE-ELECTED | BEATRIZ I. "BEA" MUNOZ | TAX ASSESSOR-COLLECTOR | \$100,000 (State Bond) | GOVERNOR | COMM CRT & STATE COMPTROLLER * |
| | BEATRIZ I. "BEA" MUNOZ | TAX ASSESSOR-COLLECTOR | \$100,000 (County Bond) | COMMISSIONER'S COURT | COMM CRT |
| NEW | MARTIN WARDLAW | COUNTY COMMISSIONER, PRECINCT NO. 1 | \$3,000 | COUNTY TREASURER | COMM CRT |
| RE-ELECTED | ROBERT BEAU NETTLETON | COUNTY COMMISSIONER, PRECINCT NO. 3 | \$3,000 | COUNTY TREASURER | COMM CRT |
| RE-ELECTED | JESSE JAMES TREVINO | CONSTABLE, PRECINCT NO. 1 | \$1,500 | GOVERNOR | COMM CRT |
| RE-ELECTED | BARRY C. WEST | CONSTABLE, PRECINCT NO. 2 | \$1,500 | GOVERNOR | COMM CRT |
| RE-ELECTED | STEVE BERG | CONSTABLE, PRECINCT NO. 3 | \$1,500 | GOVERNOR | COMM CRT |
| NEW | GERARDO "JERRY" HERNANDEZ | CONSTABLE, PRECINCT NO. 4 | \$1,500 | GOVERNOR | COMM CRT |
| RENEWAL | JIM BOB BARRERA | JUSTICE OF THE PEACE, PRCT. 1 | \$5,000 | COUNTY JUDGE | COMM CRT |
| CONTINUED | ROSA ALVA BENAVIDEZ | 2ND ASSISTANT AUDITOR* (*position at time of renewal) | \$5,000 | DISTRICT JUDGE | COMM CRT |

Note: Highlighted items are pending as of the preparation of this report.

23

| Bills to be present in Court March 13, 2017 | | | | | |
|---|----------------------------|-----------|-------|--------------|---------------------|
| P.O. Issue Date | | | | | |
| Vendor | Department | Amount | PO # | Invoice Date | Purchase Order Date |
| T.J. Moore Lumber | Precinct 3 - SL79 | \$ 263.19 | 49444 | 2/6/2017 | 2/7/2017 |
| P.O. Overage | | | | | |
| Vendor | Department | Amount | PO # | Invoice Date | Overage Amount |
| DS Water | Library | \$ 54.06 | 48901 | 1/12/2016 | \$ 16.56 |
| No P.O. | | | | | |
| Vendor | Department | Amount | | Invoice Date | No PO |
| Card Service Center | Justice of the Peace Pct 2 | \$ 201.84 | | 2/1/2017 | No PO |
| DS Water | District Clerk | \$ 20.50 | | 1/26/2017 | No PO |
| DS Water | Court at Law | \$ 25.00 | | 1/26/2017 | No PO |
| Pitney Bowes | 83rd District Court | \$ 100.00 | | 2/28/2017 | No PO |
| Purchase Power | 63rd District Court | \$ 58.99 | | 2/20/2017 | No PO |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

leave p
commissio

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49429

#34

Lease Pricing PROPOSAL



Presented to VAL VERDE, COUNTY OF

By Julia Galan

On 3/1/2017

State or Local Government Negotiated Contract : 072719100

| Solution | | | |
|---------------------------------|--|---|---|
| Item | Product Description | Agreement Information | Requested Install Date |
| 1. W7970P (WORKCENTRE 7970) | <ul style="list-style-type: none">- Convenience Stapler- Br Finisher 2/3 Hole- I-series-1 Line Fax- Customer Ed- Analyst Services | Lease Term: 36 months Purchase Option: FMV | - Xerox WC5765P S/N XEL561580 Trade-In as of Payment 60 3/13/2017 |
| 2. 5865APT (5865A PT/COP/4TRAY) | <ul style="list-style-type: none">- Office Finisher-rohs- 3-hole - Ofcfin Only- I-series-1 Line Fax- Customer Ed- Analyst Services | Lease Term: 36 months Purchase Option: FMV | - Xerox WC5765P S/N XEL561552 Trade-In as of Payment 60 3/13/2017 |

| Monthly Pricing | | | | | |
|-----------------|--------------------------|--------------------------------|-------------------------|----------------------|---|
| Item | Lease Minimum Payment | Meter | Print Charges | | Maintenance Plan Features |
| | | | Volume Band | Per Print Rate | |
| 1. W7970P | \$273.78 | 1: Black and White Impressions | 1 - 100,000 100,001+ | Included \$0.0051 | - Consumable Supplies Included for all prints - Pricing Fixed for Term |
| | | 2: Color Impressions | All Prints | \$0.0456 | |

All information in this proposal is considered confidential and is for the sole use of VAL VERDE, COUNTY OF. If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement. Pricing is subject to credit approval and is valid until 3/31/2017.

For any questions, please contact me at (830)591-0500



Lease Pricing PROPOSAL**Monthly Pricing (Cont'd)**

| Item | Lease Minimum Payment | Print Charges | | | Maintenance Plan Features |
|------------|--------------------------|---|-----------------------|----------------------|---|
| | | Meter | Volume Band | Per Print Rate | |
| 2. 5865APT | \$373.48 | 1: Black and White Impressions | 1 - 35,000 35,001+ | Included \$0.0045 | - Consumable Supplies Included for all prints - Pricing Fixed for Term |
| Total | \$647.26 | Minimum Payments (Excluding Applicable Taxes) | | | |

Purchase Pricing PROPOSAL



317.84 x 2 =
635.68

Presented to VAL VERDE, COUNTY OF

By Julia Galan

On 3/6/2017

| Solution | | | |
|---|--|--|--------------------------|
| Item | Product Description | Agreement Information | Requested Effective Date |
| 1. 5765PT (SOT-5765 PRINTR/4TRY) S/N XEL561580 | <ul style="list-style-type: none"> - Conv.stapler (50 Sh) - Embedded Fax-1 Line - Office Finisher - 1gb Memory Upgrade - 3-hole - Ofcfin Only | Purchase Price: \$1,362.00 This agreement modifies the current Xerox Agreement 952542975 for 5765PT S/N XEL561580 as of payment 60. | 5/1/2017 |
| 2. 5765PT (SOT-5765 PRINTR/4TRY) S/N XEL561552 | <ul style="list-style-type: none"> - Conv.stapler (50 Sh) - Embedded Fax-1 Line - Office Finisher - 1gb Memory Upgrade - 3-hole - Ofcfin Only | Purchase Price: \$1,362.00 This agreement modifies the current Xerox Agreement 952580264 for 5765PT S/N XEL561552 as of payment 60. | 5/1/2017 |
| Total Purchase Amount | | \$2,724.00 (Excluding Applicable Taxes) | |

| Maintenance Pricing | | | | | |
|---------------------|-------------------------|---|-----------------------|----------------------|--|
| Item | Monthly Minimum Payment | Print Charges | | | Maintenance Plan Features |
| | | Meter | Volume Band | Per Print Rate | |
| 1. 5765PT | \$71.50 | 1: Black and White Impressions | 1 - 5,000 5,001+ | Included \$0.0105 | - Term: 12 Months - Consumable Supplies Included for all prints |
| 2. 5765PT | \$161.80 | 1: Black and White Impressions | 1 - 13,600 13,601+ | Included \$0.0105 | - Term: 12 Months - Consumable Supplies Included for all prints |
| Total | \$233.30 | Minimum Payments (Excluding Applicable Taxes) | | | |

All information in this proposal is considered confidential and is for the sole use of VAL VERDE, COUNTY OF. If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement. Pricing is subject to credit approval and is valid until 4/5/2017.

For any questions, please contact me at (830)591-0500



#36

THIS AGREEMENT CONTAINS INDEMNITY AND LIMITATION OF LIABILITY PROVISIONS
WHICH AFFECT YOUR LEGAL RIGHTS. READ CAREFULLY.

MONITORING AGREEMENT

This Agreement dated 2/14/2017, is between Sentry Security Service ("Company"),
and (Name) VAL VERDE COUNTY LIBRARY ("Customer"),

(Address) 300 SPRINGS ST (City) DEL RIO (State) TX (Zip) 78840 (ACCT #) 97704591

MONITORING SERVICES PROVIDED

Indicated by "y" or "n" in applicable space

☐ BURGLAR ☒ FIRE ☐ HOLDUP/PANIC SILENT / AUDIBLE ☐ DURESS SILENT
☐ OPEN/CLOSE supervised/unsupervised ☒ MONITORED ☐ MEDICAL

☐ REMOTE CAMERA VIEW

☐ CELLULAR TRANSMISSION ☐ INTERNET (TCP/IP or other)
☐ OTHER: INTERACTIVE

BILLING PERIOD ☒ MONTHLY ☐ ANNUALLY ☐ OTHER _____

1. **MONITORING OF SECURITY SYSTEM.** For a monitoring charge of \$ 40.00 per billing period, payable in advance on the first day of each billing period **with applicable sales tax**, Company agrees *without warranty* to make a commercially reasonable effort to connect Customer to 24-hour remote monitoring of the security equipment by Company or its monitoring subcontractor for the term of this Agreement. Monitoring charges for any partial billing period shall be prorated. The monitoring charge is in addition to any fees, equipment charges, lease charges and/or service charges owed.

2. Initial ⇨ _____ Company has explained to Customer the limitations of monitoring utilizing only standard telephone lines, cellular lines and/or internet TCP/IP. Given such disclosure, the selection of the services shown in the monitoring services provided block above represents a conscious choice of level of monitoring security desired.

Customer has been provided a Customer Emergency Information Schedule. It and the Terms and Monitoring Procedures are attached as Exhibit(s) 1 and made a part of this agreement.

3. **LIMITATION OF LIABILITY.** Customer understands that alarm monitoring is available from other companies, and agrees that Company and Customer do not have a disparity of bargaining power. Company would not offer its Monitoring Services at the price provided herein without the limitation of liability of this paragraph. Company assumes no liability or responsibility for interruptions in monitoring, including, without limitation, interruptions caused by failure of Customers telephone equipment, **transmission equipment** or the telephone numbers Company is authorized to call. Company does not promise or guarantee that the police or fire departments or any private alarm response services or others notified by Company or its monitoring subcontractor will respond to security monitoring calls, now or in the future. Company makes no representations or warranties regarding the Monitoring Services of the Detection Systems installed. Company disclaims all implied warranties, including any warranty of merchantability or fitness for a particular purpose. Company cannot assure that the Monitoring Services provided will avert or prevent occurrences, or the consequences of them that remote Monitoring is purchased to detect, or that the Monitoring is in all respects fail safe, cannot be comprised or circumvented, or that in all cases the Monitoring Services or Detection Systems will prevent any loss by burglary, hold-up, fire or otherwise, or that Monitoring Services or Detection System will in all cases provide the protection for which it is installed or intended. Customer understands that **COMPANY IS NOT AN INSURER**, and that (i) insurance, if desired, must be obtained by Customer, and (ii) that the charges payable to Company under this Agreement are based on the cost of monitoring service, and are not based on the value of Customer's premises or property, or the property of others located at the premises. *Customer agrees that the maximum liability of Company, an assignee, or any monitoring subcontractor, with respect to the*

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services to be provided, or in the event of the SOLE, JOINT, or CONCURRENT negligence of Company, an assignee, or any monitoring subcontractor, or any of their agents and employees, or anyone acting on their behalf or due to any other liability otherwise arising (however arising), including claims for personal injury, property damage or economic loss shall be \$500.00.

4. **LIQUIDATED DAMAGES.** Customer acknowledges that it is impracticable and extremely difficult to fix the actual damages, if any, which may proximately result from incorrect installation or a failure of the Monitoring Services or the Detection System. If the limitation of liability contained in Paragraph 2 shall not be enforced for any reason, *Company, an assignee, or any monitoring subcontractor shall be liable for \$500.00 as liquidated damages under this Agreement, or with respect to the services to be provided hereunder, or in the event of the SOLE, JOINT OR CONCURRENT negligence of Company, an assignee, or any monitoring subcontractor, or any of their agents and employees, or anyone acting on their behalf or due to any other liability otherwise arising (however arising), including claims for personal injury, property damage of economic loss.*

5. **TERM AND TERMINATION.** The initial term of this Agreement begins with the commencement of monitoring and ends () _____ Months (X) 3 Year(s) thereafter (the "term"). The term renews on a month to month basis until such time as the term is terminated by either party upon any of the following: (a) Customer's written notice to Company of Customer's intention to terminate this Agreement given at least thirty (30) days prior to the expiration date of the term in effect; (b) the failure by Customer to make timely payment of the charges provided for in Paragraphs 1 and 5 hereof; (c) the insolvency or adjudication of bankruptcy of Company, or the assignment for the benefit of creditors or reorganization or liquidation proceedings filed by or against Company; or (d) Company's 30-day written notice to Customer of Company's intention to terminate the term. (Notwithstanding anything herein to the contrary, Company may terminate monitoring services to Customer upon ten (10) days' written notice upon the occurrence of the following: (i) Customer uses or attempts to use alarm system for other than its intended use, or (ii) Subscriber engages in abusive conduct with employees of Company or its monitoring subcontractor.

The first of such renewal terms commences upon the date of the expiration of the original term. If this Agreement is terminated pursuant to the provisions of sections (a) or (b) of this paragraph, there shall be a charge of \$ 30.00 to reinstate service to Customer. Company after the initial term period of this Agreement and at least Sixty (60) days prior to the commencement of any subsequent renewal term may give written notice of intent to adjust the Monitoring Charge applicable to subsequent renewal terms. Such adjusted Monitoring Charge specified in notice by Company shall become due and applicable on the first day of the billing period for any subsequent renewal term following such notice and every billing period thereafter, including additional subsequent renewal terms unless Customer, after receipt of such notice but prior to the first day of the term following such notice, provides Company with written notice of intention to terminate the term. The provisions of Paragraphs 2, 3, 5, 6, 7, 10-14 and 16 shall survive the expiration of the term.

6. **INTEREST.** All past-due accounts owed to Company by Customer shall bear interest at the rate of eighteen percent (18%) per annum.

6. **LATE FEE.** If Company does not receive Customer's monitoring charge payment by the third day of the billing period a late fee of \$ 5.00 will be assessed.

7. **RETURNED CHECK FEE.** Customer shall pay Company \$ 25.00 on each occasion that Customer's payment check is returned by the bank for "insufficient funds" or any other reason.

8. **SIGNAL RESPONSE.** Company, or its monitoring subcontractor, upon receipt of an alarm signal from the premises of Customer, shall *without warranty* make commercially reasonable efforts to notify *only* those persons, entities and/or police, private security response and fire agencies on the Customer Emergency Information Schedule and Terms and Monitoring Procedures attached as Exhibit(s) 1. In the event that Customer opts to deviate from standard procedures and uses alternate alarm response procedures, then Customer agrees to hold Company harmless from all liability and costs caused by such instructions and to pay any expenses of Company caused **in whole or in part** by such instructions, including, but not limited to, attorneys' fees, court costs and other damages. Customer acknowledges that those persons, entities, and/or private alarm response entities or others which Customer originally designated on the Customer Emergency Information

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Schedule and the telephone numbers of the same may not be correct or appropriate indefinitely. Customer assumes the responsibility of notifying Company in writing when changes in the identity of or telephone numbers of the appropriate persons or entities to be notified in the event of respective emergencies are necessary.

9. **CONNECTIONS.** Unless otherwise specified in the "Monitoring Services Provided" box above, Customer will be connected by signal circuits using existing telephone lines **and/or cellular telephone circuits**, to a Central Monitoring Station. Conditions and availability of telephone lines, **cellular telephone circuits and/or internet connections**, if applicable are wholly beyond the control and jurisdiction of Company and that they are maintained and serviced by the applicable utilities or service providers, not by company, and company disclaims responsibility for the condition of such transmission lines, circuits, antennas, satellites and equipment, and any disruption of service, including without limitation disruptions due to computer viruses or other causes, *even if resulting from the sole, joint or concurrent negligence of Company.* If customer is to be connected to a Central Monitoring Station by radio or cellular service, Customer acknowledges that radio **or cellular transmission** can be adversely affected by atmospheric conditions and the condition of the transmitter and antennas for which Company disclaims responsibility. No refund or credit will be made for periods where communications systems are not functioning. Customer has the sole responsibility to test and service Customer's alarm system. Customer has the sole responsibility to obtain any required permits. Customer acknowledges that certain police authorities have indicated that they will not respond to the report of an alarm at (i) a location which is un-permitted or at which location the alarm permit for the location has expired, or (ii) a location which has experienced excessive prior false alarms.

10. **NO SUBROGATION.** If Customer desire that Company assume a greater liability of responsibility than set forth herein to either Customer or Customer's insurance carrier by way of subrogation, then an additional price must be quoted and paid. Customer for itself and its insurance carrier, and all parties claiming under Customer, release and discharge Company from and against all hazards covered by Customer's or property owners' insurance, it being expressly understood and agreed that no insurance company or insurer will have any right of subrogation against Company. In the event any person shall file any claim against Company for any reason whatever, included, but not limited to, the installation, maintenance, operation, non-operation or monitoring of the alarm system(s) Customer agrees to indemnify, defend and hold Company harmless from any and all claims including, but not limited to, the damages, expenses, costs and attorney's fees.

11. **INDEMNITY.** *Customer agrees to indemnify and hold harmless Company, its successors and assigns, and its agents and employees from and against any and all persons or entities including customer's insurance carrier for all claims, loss, damage, suit or liability involving damage to or destruction of property, personal injury to or death of any person or persons, or economic loss arising from the installation, use, service, operation, failure to operate, malfunction or the presence or use of such monitoring of the alarm whether or not such loss, injury or death is occasioned by the sole, joint or concurrent negligence of Company or its subcontractor. This indemnity extends to whatever claim may be asserted, whether by statute, constitution or common law, including but not limited to DTPA, breach of contract, negligent misrepresentation, negligence, gross negligence warranty, fraud or products liability.*

12. **LIMITATION OF ACTIONS.** Any claim or cause of action which may arise in favor of Customer against Company under this agreement or otherwise, must be asserted by Customer not later than two years and one day after the date such claim or cause of action accrues.

13. **VALIDITY.** If any provisions of this Agreement are in conflict with any statute or rule of law, or any state or territory wherein it may be sought to be enforced, then such provisions will be deemed null and void to the extent that they may conflict with such a statute or rule of law, but without invalidating the remaining provisions of this Agreement.

14. **ACKNOWLEDGEMENT.** Customer acknowledges that Customer has read this Agreement, along with the attached Customer Emergency Information Schedule and Terms and Monitoring Procedures, and understands this Agreement all attachments and agrees to be bound by such terms. Customer further agrees that both this page and Exhibit(s) 1 attached hereto and made a part hereof, contain the entire agreement between the parties, and no modifications shall be given effect unless they are in writing and signed by all parties. Catalogs or pamphlets supplied by manufacturer(s) or Company are for information only and do not modify these

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provisions. All previous and contemporaneous agreements, representations, warranties, promises and conditions relating to the subject matter of this Agreement are superseded by this Agreement.

15. ASSIGNMENT. Company may assign or subcontract the duty to perform under this Agreement to a monitoring subcontractor. Upon any such assignment or subcontract, Company shall no longer be liable hereunder and only the assignee or monitoring subcontractor shall be liable. Company may also assign the right to receive payments under this Agreement. Customer may not assign right to receive services hereunder.

16. ARBITRATION. All claims, disputes, controversies or other matters arising out of, or related to this Agreement, or any party's performance or non-performance under this Agreement, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and the award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof. The arbitrators may award only actual damages and may not award punitive damages. Each party hereto agrees to keep all disputes and arbitration proceedings strictly confidential, except for disclosures required by applicable law.

17. ENTIRE AGREEMENT. This Agreement and the Exhibits referenced herein and attached hereto contain the entire agreement relating to monitoring and supersedes all prior agreements, whether oral and written and language, if any, to the contrary on any writing, form, estimate, purchase order or other such document.

18. GOVERNMENT TRANSFER CLAUSE. Sentry Security Service allows for breach of this contract in event that the Subscriber is transferred, by the Federal Government, to another location outside of Val Verde County, Texas.

CUSTOMER(s)

| | |
|-------|-------|
| _____ | _____ |
| | Date |
| _____ | _____ |
| | Date |

DO NOT SIGN UNLESS YOU HAVE READ THE ENTIRE AGREEMENT AND
UNDERSTAND ALL OF ITS TERMS.

THIS AGREEMENT CONTAINS INDEMNITY AND LIMITATION OF LIABILITY PROVISIONS
WHICH AFFECT YOUR LEGAL RIGHTS. READ CAREFULLY.

STANDARD OPERATING PROCEDURES

Emergency Contact Numbers:

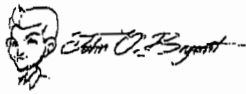
Sentry Security Service – 830-774-5033
United Central Control (UCC) – 800-299-9900

If your alarm is activated, UCC will first call the premises. If no response, they will call the contact numbers you have provided in case of emergency. If no one is reached, the appropriate authorities, i.e. Police / Fire Department will be dispatched to the location.

If your alarm has been accidentally set off, enter your code into the keypad and press "On-Off" key. It is your responsibility to call the Central Station (UCC) at 1-800-299-9900 to let them know it is a "false alarm" as they will have received a signal that the alarm was activated. You will be asked to provide your ABORT code _____ (you will have provided Sentry Security Service with this code upon installation).

Exhibit 1

Customer Initials: _____



The Comedy Magic of John O'Bryant
877-601-6244 210-286-2632
www.JohnsGotMagic.com

#37

This is a firm AGREEMENT between
John O'Bryant (PERFORMER)
and Val Verde County Library (PURCHASER)

PURCHASER:

Val Verde County Library
300 Spring Street
Del Rio, Texas 78840
Contact: Reba Benavides
Phone Number(s): 830-774-7595
Email: rbenavides@valverdecountry.org

Event Details:

Show(s) Scheduled: The Reading Magic Show + The Magic Safe Workshop
Date of Show: 7/31/2017
Show Time: 10:30AM
Set Up Time: 30-60 minutes prior to initial Show Time
Location of event: Val Verde County Library

Services provided at this venue:

Stage: No Stage. A cleared performance space.
Electricity: Please provide 1-2 working power outlets within 25 feet of the performance space.
Sound: Yes. Performer provided.

Financial Details:

Show Fee: \$ 525.00
Total Fee remaining due on or before 7/31/2017: \$ 525.00
Please make checks payable to "John O'Bryant". Cash and any major credit card are also accepted.

PERFORMER/AUTHORIZED SIGNER

John O'Bryant

DATE

7/28/2017

PURCHASER/AUTHORIZED SIGNER

DATE

12.21.45.89234413.331212

12.21.45.89234413.331212

INVOICE

AMOUNT DUE USD: \$350.00

FROM **John O'Bryant**
AMAZING & EDUCATIONAL SCHOOL MAGIC SHOWS
P.O. Box 17132
San Antonio, Texas 78217

Office & Fax: 877-601-6244
Mobile Office: 210-286-2632
Visit us online:
www.JohnsGotMagic.com

TO Val Verde County Library
300 Spring Street
Del Rio, Texas 78840

| QTY | DESCRIPTION | LINE TOTAL |
|--|--|------------|
| 1 | Back-to-Back Show Package Show(s) Scheduled: The Reading Magic Show + The Magic Safe Workshop Date of Show: 7/31/2017 Show Time: 10:30AM Set Up Time: 30-60 minutes prior to initial Show Time Location of event: Val Verde County Library | 525.00 |
| Balance Remaining – Due on or before 07/31/2017: | | \$ 525.00 |

Please make checks payable to "John O'Bryant"

Thank You!!!
www.JohnsGotMagic.com

12.21.45.89234413.331212

12.21.45.89234413.331212

#38

William A. Parker
5930 Aspen Garden
San Antonio, TX 78238
(979)373-8357

Contract & Invoice -- Musical Performance

| Date | Venue | Time | Amount |
|-----------|--|---------------|--------|
| 6/12/2017 | Val Verde County Library 300 Spring Street Del Rio, TX 78840 | 10:30-11:15AM | \$325 |

| Total |
|-------|
| \$325 |

Payment

To be paid by cash or check made out to "William Parker" on day performance or mailed prior to performance date. Credit cards can be accepted but there is an additional fee of 2.75% of the total sum.

Set Up/Take Down - Performance Needs

Artist will arrive at least 20 minute prior to performance start time in order to set up and prepare for the show.

Items needed for performance:

- An available outlet to plug in artist's sound system
- A chair with no arms

Cancellation policy

Should the artist have to cancel the performance, artist will notify venue as soon as possible and no payment will be received. Should the venue cancel the show prior to 48 hours before the show, no payment will be received. Should the venue cancel the show within 48 hours of the show, venue will be accountable for 50% of performance fee.

Artist signature William A. Parker Date 3/7/2017

Venue signature _____ Date _____

**COMMISSIONERS' COURT
OF VAL VERDE COUNTY, TEXAS**

RESOLUTION

**RESOLUTION IN SUPPORT OF FY 2017 OPERATION
STONEGARDEN (VAL VERDE COUNTY)**

WHEREAS, the Val Verde County Commissioners' Court finds it in the best interest of the citizens of Val Verde County to apply and accept the 2017 Operation Stonegarden (Val Verde County) grant;

WHEREAS, Val Verde County Commissioners' Court understands that there is no matching fund requirements for the said project;

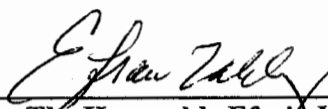
WHEREAS, the Val Verde County Commissioners' Court agrees that in the event of loss or misuse of the Department of Homeland Security funds, Val Verde County assures that the funds will be returned to the Department of Homeland Security in full;

WHEREAS, the Val Verde County Commissioners' Court designates Val Verde County Judge Efrain Valdez as the grantee's Authorized Official and Sheriff Joe Frank Martinez as the Grant Performance Officer. The Authorized Official is given the power to review, sign, and accept all grant documents on behalf of Val Verde County; and,

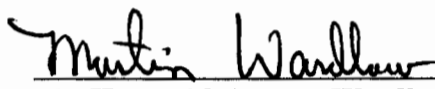
WHEREAS, the Val Verde County Commissioners' Court designates County Auditor Frank Lowe as the grantee's Financial Officer.

NOW THEREFORE, BE IT RESOLVED, that the Commissioners' Court of the County of Val Verde approves submission and acceptance of grant application of the 2017 Operation Stonegarden (Val Verde County), award.

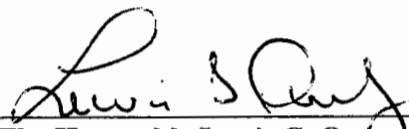
PASSED, ADOPTED, APPROVED and FILED on this the 13th day of March A.D. 2017.




The Honorable Efraim Valdez
County Judge



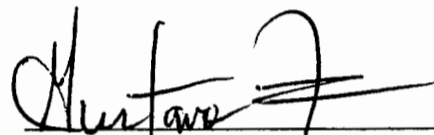
The Honorable Martin Wardlaw
Commissioner, Pct. #1



The Honorable Lewis G. Owens
Commissioner, Pct. #2

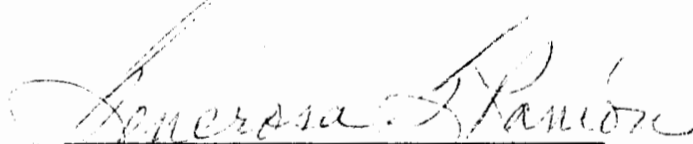


The Honorable Robert Beau Nettleton
Commissioner, Pct. #3



The Honorable Gustavo Flores
Commissioner, Pct. #4

ATTEST:



The Honorable Generosa Gracia-Ramon
County Clerk





COPY

AGENDA ITEMS

- 1.) Discussion and possible action to approve of a line item budget adjustment for the District Attorney's Office to increase the yearly salary for the Border Prosecutor from \$36,500.00 to the new amount of \$83,500.00 effective February 1st, 2017 including any and all fringe benefits, supplies, and/or training expenses covered by the existing grant previously approved for \$115,000.00. See attached document for verification and explanation. #44
- 2.) Discussion and possible action to approve of hiring Mrs. F. Gail Schroeter as the new Border Prosecutor/Assistant District Attorney with the District Attorney's Office at the yearly salary of \$ 83,500.00 with all fringe benefits, supplies, and/or training expenses covered by the existing grant of \$115,000.00. Mr. Charles D. Mee was terminated by the previous District Attorney, Mr. Fred Hernandez. #45
- 3.) Discussion and possible action to approve of allowing Mrs. F. Gail Schroeter to attend the Border Prosecution Unit Regional Seminar in Alpine Texas at SRSU on April 26th, 2017 to April 27th, 2017 including the expenditure of the necessary funds for her travel, hotel and/or meal expenses. #46
- 4.) Discussion and possible action to approve of paying the second (2nd) quarter contribution to the District Attorney's Office in the total of \$99,601.91 for the fiscal year 2016-2017 as previously approved by the Commissioner's Court. Check and funds to be made payable to the Val Verde County Treasurer's Office c/o Mr. Aaron Rodriguez for the sole use and benefit of the District Attorney's Office for payroll purposes including health insurance, retirement benefits and other related employment benefits and expenses as well as training and supplies. #47
- 5.) Discussion and possible action to approve of accepting the following monetary amounts from the District's Attorney's Office for the continued operation of the remaining 2016-2017 fiscal year: #48
 - A.) \$105,398.09 received on October 14th, 2016 from Val Verde County for Fiscal Year 2016-2017 In Kind Contribution.
 - B.) \$28,744.93 received on October 18th, 2016 from Kinney County for Fiscal Year 2016-2017 In Kind Contribution.
 - C.) \$466.62 received on November 30th, 2016 from Health Care Service Corporation for Omar Fuentes.
 - D.) \$466.62 received December 1st, 2016 from Health Care Service Corporation for Omar Fuentes.
 - E.) \$13,858.00 received on January 10th, 2017 from Terrell County for 1st & 2nd Quarterly Payments. Two (2) payments remaining in the amount of \$ 6,929.00 each.
 - F.) \$465.94 received on January 18th, 2017 from Health Care Service Corporation

for Reimbursement for Omar Fuentes' COBRA coverage.

G.) \$466.62 received on January 30th, 2017 from Health Care Service Corporation for Reimbursement for Omar Fuentes' COBRA coverage.

H.) \$15,000.00 received on January 30th, 2017 from the Texas Comptroller's Office for a Salary Supplement/Appportionment.

Total Amount = \$164,866.82

To be used for the sole use and benefit of the District Attorney's Office for payroll purposes including health insurance, retirement benefits and other related employment benefits and expenses as well as training and supplies.

- 6.) Discussion and possible action to approve and/or adopt a Resolution and Order reinstating the District Attorney's Office's employees as County Employees at their current respective salaries with their fringe, benefits including health insurance and/or retirement benefits effective immediately. Interlocal Governmental Agreement would also be an option. #49
- 7.) Discussion and Possible Action to approve a county credit card for Mrs. F. Gail Schroeter connected to the Grant Funds available under the existing grant for \$115,000.00. #50
- 8.) Discussion and Possible action to approve of a Resolution adopting the new grant proposal for the Border Prosecutor Unit in the amount of \$ 187,000.00. Proposed Grant was approved by the Grant Review Committee on February 28th, 2017. Proposed Resolution Attached. #51
- 9.) Discussion and Possible action to approve of installing new front doors for the District Attorney's Office. #52
- 10.) Discussion and Possible action to approve of installing a sign/signs for the District Attorney's Office either on the building and/or in the front yard/entrance. #53

MJB/em 03-08-2017


[Print Message](#) | [Close](#)

From : Debbie Jacaman <Debbie.Jacaman@gov.texas.gov>
To : "m1990@juno.com" <m1990@juno.com>
Cc : Claudia Duran <CDuran@epcounty.com>, Tom Krampitz <tom@tlklaw.com>
Subject : BPU grant - 63rd
Date : Fri, Dec 09, 2016 05:37 PM

Mr Bagley – nice talking to you this afternoon. Here's the budget for BPU grant 2537706 for the current fiscal year 2017. After you're sworn in, we can take steps to add you to the eGrants system. Website is <http://egrants.gov.texas.gov>

As we discussed, the full \$115,000 is available through 08/31/17, less whatever is charged to the grant for activity between 09/01 and 12/31/16. An adjustment can be made at any time to the budget line items, amounts and/or descriptions. Any other questions, please let me know.

| BPU Grant 2537706 - 63rd DA - Val Verde County | | | |
|--|---|---|--------------|
| Budget Category | Budget Item | Budget Item Description | Amount |
| Personnel | Prosecutor | Assistant District Attorney. Annual Salary \$83,500 plus Fringe benefits \$24,395.86 for a Total of \$107,895.86. Personnel to enhance prosecution of border crime in the Border Region of Texas. | \$107,895.86 |
| Supplies and Direct Operating Expenses | Office Supplies (e.g., paper, postage, calculator) | Office Supplies such as file folders, postage, pens, calculators, and paper to support border prosecutions. | \$2,604.14 |
| Travel and Training | In-State Incidentals and/or Mileage | Mileage while Border Prosecutor is traveling on BPU business | \$2,000.00 |
| Travel and Training | In-State Registration Fees, Training, and/or Travel | Training / Registration Fees for Border Prosecutor | \$750.00 |
| Travel and Training | In-State Registration Fees, Training, and/or Travel | Travel Costs (hotel and per diem) to be reimbursed according to County travel policies | \$1,750.00 |
| | | Total | \$115,000.00 |

Debbie Jacaman

512-936-2600

debbie.jacaman@gov.texas.gov

Homeland Security Grants Division

* Exhibit 1
Agenda item 1

http://webmail-juno.com/webmail/new/R?block=4&msoList=000011k0:00101o0*00003imS&folder=Inbox&destFolder=Inbox&command=print&msgNum... 1/2

RESOLUTION

Whereas, The Val Verde County Commissioner's Court finds it in the best interest of the citizens of Val Verde County Texas, that the Border Prosecution Unit be operated for the 2017 and 2018 fiscal year: and

Whereas, The Val Verde County Commissioner's Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, for the Border Prosecution Unit grant, the Val Verde County Commissioner's Court assures that the funds will returned to the Criminal Justice Division in full: and

Whereas, The Val Verde County Commissioner's Court designates the Val Verde County Judge as the grantee authorized official. The authorized official is given power to apply for, accept, alter or terminate the grant on behalf of the applicant Agency: and

Now therefore, be it resolved that the Val Verde County Commissioner's Court, approves submission of the grant application, with no cash match required by Val Verde County, for the Border Prosecution Unit to the Office of the Governor, Criminal Justice Division.

Signed by: _____
Honorable Efrain Valdez
Val Verde County Judge

Passed and approved this _____ day of _____, 2017.

Grant Number: _____

Παγε 1 οφ 1

* Exhibit 2
Agenda item 8

DISTRICT ATTORNEY'S EMPLOYEES' SALARIES FY 2016/2017

EMPLOYEES' SALARIES FY 2016/2017

Roland Andrade, 1ST Assistant District Attorney, \$100,000.00 yearly salary

| | |
|-------------|------------|
| Gross | \$4,166.67 |
| Fed. W/H | 847.00 |
| SS Emp. | 258.33 |
| Medic. Emp. | 60.42 |
| Net Pay | \$3,000.92 |

Cindy Constancio, Office Manager, \$49,106.40 yearly salary

| | |
|-------------|------------|
| Gross | \$2,046.10 |
| Fed. W/H | 410.00 |
| SS Emp. | 126.86 |
| Medic. Emp. | 29.67 |
| Net Pay | \$1,479.57 |

Lizett Hernandez, First Legal Assistant, \$30,000.00 yearly salary

| | |
|-------------|------------|
| Gross | \$1,250.00 |
| Fed. W/h | 95.00 |
| SS Emp. | 77.50 |
| Medic. Emp. | 18.13 |
| Net Pay | \$1,059.37 |

Page 2

Sandra Luna, Primary Legal Secretary, \$30,000.00 yearly salary

| | |
|-------------|------------|
| Gross | \$1,250.00 |
| Fed. W/H | 154.00 |
| SS Emp. | 77.50 |
| Medic. Emp. | 18.13 |
| Net | \$1,000.37 |

Elizabeth Medina, Second Legal Secretary, \$30,000.00 yearly salary

| | |
|-------------|------------|
| Gross | \$1,250.00 |
| Fed. W/H | 128.00 |
| SS Emp. | 77.50 |
| Medic. Emp. | 18.13 |
| Net | \$1,026.37 |

William Parham, 2nd Assistant District Attorney, \$85,000.00 yearly salary

| | |
|-------------|------------|
| Gross | \$3,541.67 |
| Fed. W/H | 440.00 |
| SS Emp. | 219.59 |
| Medic. Emp. | 51.36 |
| Net | \$2,830.72 |

Larry Pope, Investigator, \$48,197.04 yearly salary

| | |
|-------------|------------|
| Gross | \$2,008.21 |
| Fed. W/H | 401.00 |
| SS Emp. | 124.51 |
| Medic. Emp. | 29.12 |
| Net | \$1,453.58 |

MJB/cc Wednesday, March 8, 2017

DISTRICT ATTORNEY'S EMPLOYEES' HEALTH/DENTAL INSURANCE COSTS/EXPENSES

List of District Attorney Employees:

Roland Andrade

1st Assistant District Attorney

DOB: 10/26/1962

Health Insurance \$ 850.68

Dental Insurance \$25.98

William Parham

2nd Assistant District Attorney

DOB: 08/15/1952

Health Insurance \$1,251.00

Dental Insurance \$25.98

Val Verde County Judge Efrain Valdez

Friday, February 17th, 2017

Larry Pope

Investigator

DOB: 04/05/1944

Health Insurance \$1,251.00

Dental Insurance \$25.98

Cindy Constancio

Office Manager

DOB: 07/09/1968

Health Insurance \$651.77

Dental Insurance \$25.98

Page 2

Elizabeth Medina

Legal Secretary

DOB: 03/20/1972

Health Insurance \$582.55

Dental Insurance \$25.98

Sandra Luna

Legal Secretary

DOB: 11/23/1965

Health Insurance \$777.70

Dental Insurance \$25.98

Lizett Hernandez

Legal Secretary

DOB: 05/17/1986

Health Ins. \$499.27

Dental Insurance \$25.98

Health Insurance Total:

\$5,863.97

Dental Insurance Total:

\$181.86

Total:

\$6,045.83

***Please note that the policy rates will increase effective April 1, 2017 due to renewal of the policy for the above-named employees.**

MJB/cc Wednesday, March 8, 2017



**VAL VERDE COUNTY DISTRICT ATTORNEY
JOB DESCRIPTION**

DEPARTMENT: District Attorney

LOCATION:

JOB TITLE: First Assistant District Attorney
Roland Andrade

FLSA TYPE: ☐ Exempt
☐ Nonexempt

REPORTS TO: District Attorney

TYPE OF POSITION:

HOURS WORKED: 40/WEEK

- ☒ Full-time
☐ Part-time
☐ Temporary
☐ Intern

GENERAL DESCRIPTION:

Under the direction of the elected District Attorney, assist with administering criminal justice in Val Verde County, Texas by helping to assure that the department maintains a high degree of competence and efficiency in handling criminal cases and certain civil cases for the County to its citizens, such as mental commitments, juvenile matters, children's protective service matters, protective orders, and all other matters for which the District Attorney's office is responsible.

SPECIFIC RESPONSIBILITIES:

1. Perform intake for matters brought to the District Attorney's office, including the screening and reviewing of cases to determine the legal and factual sufficiency of cases submitted, interviewing complainants or victims, and performing investigations necessary to the particular matter;
2. Determine recommendations for court action;
3. Assist in bond settings with District Courts;
4. Perform legal research necessary for misdemeanor and felony criminal cases as well as Class C misdemeanors and civil issues for the County Court At law, District Courts, or Justice of the Peace Courts.
5. Prepare cases for trial, including, but not limited to, the issuance of subpoenas, motions, writs, warrants, and other related documents;
6. Confer with elected District Attorney, other office personnel, defense attorneys, investigators, law enforcement officials, victims, witnesses, and other parties concerning assigned cases, and do so in a professional manner;
7. Interview and prepare witnesses for court proceedings;
8. Prosecute cases in the District Court and County Court At Law, and in such other courts as deemed necessary;

9. Respond to correspondence, as appropriate, from persons making inquiry to or requesting information relating to cases in the County Court At Law relating to matters in which the District Attorney's office is involved;
10. Maintain current knowledge of law and procedure as necessary to carry out the duties of the County & District Attorney's office;
11. Brief the District Attorney on all cases when requested or appropriate;
12. Assist victims and witnesses with legal processes as may be appropriate and required;
13. Demonstrate extremely high integrity, professional demeanor, and proper respect to the court and public in the courtroom at all times; and
14. Perform related work as required. (Position may not include all the duties listed, nor do the examples cover all the duties, which may be performed or supervised.)
15. Supervise work completed by Assistant District Attorneys.

WORK EXPERIENCE REQUIREMENTS:

Knowledge of: Judicial principles, criminal law principles, and applicable civil and criminal laws. Must have a current—and ongoing working knowledge of the law, procedure, and rules of evidence necessary to help carry out the duties of this position. Must have a high degree of competence and efficiency. Must be experienced in all aspects of handling cases—from screening and reviewing, to researching and analyzing, to pleading, to presenting them well in court—effectively communicating facts and precedents verbally and in writing.

Skill to: Negotiate plea agreements; obtain information from individuals as deemed necessary for a case; operate a computer to process and retrieve data and information; handle the public with dignity and respect.

Ability to: Develop research methods and perform legal research; receive and follow general instruction and make decisions; consult knowledgeably with victims, witnesses, law enforcement personnel and defendants; analyze facts, procedures, and legal precedent; present facts and precedents effectively in court and in writing; establish and maintain effective working relationships with other county employees and officials, court personnel, other attorneys and the general public; work well with people from a wide variety of socioeconomic backgrounds; and communicate articulately both orally and in writing, both in and out of the courtroom. Must work well under pressure and exercise tact in trying situations while ensuring timely and appropriate case resolutions. Must be a self-starter—and also a team player who takes direction well. Must exhibit a sense of duty for rendering justice. Possess a minimum of 5 years' experience in prosecution of felony criminal cases, including a minimum of 10 years' experience in criminal law, appellate court experience preferred.

EDUCATION REQUIREMENTS:

J.D. or L.L.B. degree from an accredited law school, plus experience as a prosecutor and/or any equivalent combination of experience and training which provide the required knowledge, skills. Spanish proficiency required.

CERTIFICATES AND LICENSES REQUIRED

Attorney in good standing with and licensed by the State Bar of Texas. Must have a valid Texas driver's license and no criminal convictions.

PHYSICAL REQUIREMENTS:

Lifting: Continuous: upward and downward flexion of the neck. Frequent: sitting, repetitive use of hands to operate computers, printers and copiers. Occasional: walking, standing, bending and twisting of neck, bending and twisting of waist, squatting, simple grasping, reaching above and below shoulder level, and lifting and carrying of files weighing up to 10 pounds.

Travel:

Shift Work: This position is a Monday through Friday job with the occasional flexibility appropriate to proper performance of the work.

Other:

JOB DESCRIPTION ACKNOWLEDGEMENT

I have received, reviewed and fully understand the job description for **First Assistant District Attorney**. I further understand that I am responsible for the satisfactory execution of the essential functions described therein, under any and all conditions as described.

Employee Name _____ Date _____

Employee Signature _____



**VAL VERDE COUNTY DISTRICT ATTORNEY
JOB DESCRIPTION**

DEPARTMENT: District Attorney

LOCATION: 209 E. Losoya, Del Rio, Texas

JOB TITLE: Second Assistant District Attorney
William Parham

FLSA TYPE: ☐ Exempt
☐ Nonexempt

REPORTS TO: District Attorney and First Assistant DA

TYPE OF POSITION:

HOURS WORKED: 40/WEEK

- ☒ Full-time
☐ Part-time
☐ Temporary
☐ Intern

GENERAL DESCRIPTION:

Under the direction of the elected District Attorney, assist with administering criminal justice in Val Verde County, Texas by helping to assure that the department maintains a high degree of competence and efficiency in handling criminal cases and all other matters for which the District Attorney's office is responsible.

SPECIFIC RESPONSIBILITIES:

1. Perform intake for matters brought to the District Attorney's office, including the screening and reviewing of cases to determine the legal and factual sufficiency of cases submitted, interviewing complainants or victims, and performing investigations necessary to the particular matter;
2. Prepare cases for trial, including, but not limited to, the issuance of subpoenas, motions, writs, warrants, and other related documents;
3. Confer with elected District Attorney, other office personal, defense attorneys, investigators, law enforcement officials, victims, witnesses, and other parties concerning assigned cases, and do so in a professional manner;
4. Interview and prepare witnesses for court proceedings;
5. Maintain current knowledge of law and procedure as necessary to carry out the duties of the District Attorney's office;
6. Provide law enforcement with assistance and training of changes in the law;
7. Brief the District Attorney on all cases when requested or appropriate;
8. Assist victims and witnesses with legal processes as may be appropriate and required;
9. Demonstrate extremely high integrity, professional demeanor, and proper respect to the court and public in the courtroom at all times;

10. Determine recommendations for court actions, including, preparation and presentation of cases to Grand Jury;
11. Perform legal research necessary to identify, analyze and present legal issues in felony cases;
12. Assist and handle any and all matters related to the Val Verde County District Attorney's office appellate practice, including but not limited to, performing legal advanced research, filing petitions for discretionary review, responding to post conviction writs of habeas corpus, responding to direct appeals, filing briefs, resending arguments for the court of appeals, assisting other trial prosecutors with preparations of jury charges;
13. Prepare for all conduct trials (bench or jury);
14. Assist law enforcement in the investigation, preparation and presentation of cases for prosecution; and
15. Perform related work as required. (Position may include all the duties listed, nor do the examples cover all the duties, which may be performed or supervised.)
16. Report to District Attorney and First Assistant District Attorney.

WORK EXPERIENCE REQUIREMENTS:

Knowledge of: Judicial principles, criminal law principles, and applicable civil and criminal laws. Must have a current—and ongoing working knowledge of the law, procedure, and rules of evidence necessary to help carry out the duties of this position. Must have a high degree of competence and efficiency. Must be experienced in all aspects of handling cases—from screening and reviewing, to researching and analyzing, to pleading, to presenting them well in court—effectively communicating facts and precedents verbally and in writing.

Skill to: Negotiate plea agreements; obtain information from individuals as deemed necessary for a case; operate a computer to process and retrieve data and information; handle the public with dignity and respect.

Ability to: Develop research methods and perform legal research; receive and follow general instruction and make decisions; consult knowledgeably with victims, witnesses, law enforcement personnel and defendants; analyze facts, procedures, and legal precedent; present facts and precedents effectively in court and in writing; establish and maintain effective working relationships with other county employees and officials, court personnel, other attorneys and the general public; work well with people from a wide variety of socioeconomic backgrounds; and communicate articulately both orally and in writing, both in and out of the courtroom. Must work well under pressure and exercise tact in trying situations while ensuring timely and appropriate case resolutions. Must be a self-starter—and also a team player who takes direction well. Must exhibit a sense of duty for rendering justice. Possess a minimum of 5 years' experience in prosecution of felony criminal cases, including a minimum of 10 years' experience in criminal law, appellate court experience preferred.

EDUCATION REQUIREMENTS:

J.D. or L.L.B. degree from an accredited law school, plus experience as a prosecutor and/or any equivalent combination of experience and training which provide the required knowledge, skills and abilities. Spanish proficiency preferred.

CERTIFICATES AND LICENSES REQUIRED

Attorney in good standing with and licensed by the State Bar of Texas. Must have a valid Texas driver's license and no criminal convictions.

PHYSICAL REQUIREMENTS:

Lifting: Continuous: upward and downward flexion of the neck. Frequent: sitting, repetitive use of hands to operate computers, printers and copiers. Occasional: walking, standing, bending and twisting of neck, bending and twisting of waist, squatting, simple grasping, reaching above and below shoulder level, and lifting and carrying of files weighing up to 10 pounds.

Travel:

Shift Work: This position is a Monday through Friday job with the occasional flexibility appropriate to proper performance of the work.

Other:

JOB DESCRIPTION ACKNOWLEDGEMENT

I have received, reviewed and fully understand the job description for **Second Assistant District Attorney**. I further understand that I am responsible for the satisfactory execution of the essential functions described therein, under any and all conditions as described.

Employee Name _____ Date _____

Employee Signature _____



**VAL VERDE COUNTY DISTRICT ATTORNEY
JOB DESCRIPTION**

DEPARTMENT: District Attorney

LOCATION: 209 E. Losoya, Del Rio, Texas

JOB TITLE: Assistant District Attorney – BPU
F. Gail Schroeter

FLSA TYPE: ☒ Exempt
☐ Nonexempt

REPORTS TO: District Attorney

TYPE OF POSITION:

HOURS WORKED: 40/WEEK

- ☒ Full-time
☐ Part-time
☐ Temporary
☐ Intern

GENERAL DESCRIPTION:

Under the direction of the elected District Attorney, The duties of an attorney employed as an assistant district attorney for the Border Prosecution, as generally described in Tex. Gov't Code § 772.001 et. seq., which shall be to assist border prosecutors and regional counsel, as needed, in the prosecution of border crime. This position is funded by the Governor's Office and the employment is for approximately one (1) years contingent on grant renewal. The Regional Border Prosecutor serves as a liaison between the various District Attorneys' offices in the region, the Texas Department of Public Safety ("DPS") and other criminal justice entities in the region; provides technical and legal assistance and training to criminal investigators from the TDPS and other law enforcement agencies within the region; prosecutes cases involving border crimes in any jurisdiction within the region and within BPU counties; and assists other Border Prosecutors.

SPECIFIC RESPONSIBILITIES:

1. Assist other District Attorneys and their assistants in the Border Prosecution Unit (sometimes referred to herein collectively as "Border Prosecutors") in the prosecution of cases;
2. Screen cases;
3. Present cases to a grand jury;
4. Participate in the preparation and trial of cases;
5. Serve as a liaison between the district attorneys' offices and other criminal justice entities;
6. Work closely with the command staff, field supervisors and agents of the Texas Department of Public Safety, as well as other local law enforcement agencies within the region;
7. Work closely with federal prosecutors and federal law enforcement agents within the region, as needed;
8. Attend as a Border Prosecution Unit representative at various law enforcement meetings, multi-agency task forces, and staff meetings with local, state, and federal entities;

9. Provide technical and legal assistance to investigative personnel;
10. Provide legal advice, opinions and recommendations to investigative personnel in the areas of search and seizure issues, statutes and case law, and case presentations;
11. Review affidavits by investigative personnel requesting the issuance of search warrants, wiretap orders, pen register and trap and trace orders, mobile tracking device orders, and other similar court orders;
12. Request court orders authorizing investigative personnel to intercept oral, wire, and electronic communications; install and use a pen register and trap and trace device; the disclosure of subscriber records and information; and other similar orders that are required to be made by a prosecutor;
13. Coordinate training for border prosecutors and law enforcement personnel;
14. Help constituent offices and agencies identify training needs at the regional level;
15. Help develop training curricula and training guides for prosecutors and investigative personnel;
16. Participate in regional training presentations and/or host regional training sessions for border prosecutors and law enforcement personnel;
17. Provide legal and technical expertise to other border prosecutors;
18. Perform complex legal research relating to all aspects of investigating and prosecuting border crimes, as requested;
19. Coordinates with other border prosecutors and criminal justice personnel to identify subject matter experts in the investigation and prosecution of complex, long-term cases against organized criminal enterprises; Commits self to providing excellent customer service and demonstrate commitment through cooperative team and individual efforts; and
20. Perform related work as required. (Position may not include all the duties listed, nor do the examples cover all the duties, which may be performed or supervised.)
21. Prepare grant application and reports.
22. Submit grant proposal to grant review committee and county commissioners.
23. Complete purchase orders through the county under grant.

WORK EXPERIENCE REQUIREMENTS:

Knowledge of: English usage, grammar, punctuation and spelling; techniques for effective interpersonal communications; modern office procedures, methods and computer equipment to include Windows and Microsoft based products. *Skill/Ability to:* complete projects on time and within budget; operate personal computer using standard office operating software and general office equipment; prepare and maintain records, maintain filing systems, compile and organize information; communicate effectively both orally and in writing; promote program activities; make mathematical computations; prepare clear, concise and comprehensive written reports, and staff studies; schedule, supervise, train and evaluate assigned staff; and establish and maintain cooperative and effective relationships with those contacted during the course of work; demonstrate capacity to function with minimal supervision in a highly demanding environment; must exhibit the ability to work in a supportive and professional manner with other attorneys, support staff and client agencies.

EDUCATION REQUIREMENTS:

Graduate of an accredited law school and currently licensed to practice law in the State of Texas. Position requires legal skills, analytical thinking, articulate writing and verbal skills, interpersonal relations, negotiating and organizational skills. Attorney in good standing with and licensed by the State Bar of Texas. Must have a valid Texas driver's license and no criminal convictions.

PHYSICAL REQUIREMENTS:

Lifting: Continuous: upward and downward flexion of the neck. Frequent: sitting, repetitive use of hands to operate computers, printers and copiers. Occasional: walking, standing, bending and twisting of neck, bending and twisting of waist, squatting, simple grasping, reaching above and below shoulder level, and lifting and carrying of files weighing up to 10 pounds.

Travel: Travel within the BPU regions and the state to attend mandatory BPU meetings and training sessions, and to assist other border prosecutors; Applicants must also have the ability to travel frequently throughout the border region.

Shift Work:

Other:

JOB DESCRIPTION ACKNOWLEDGEMENT

I have received, reviewed and fully understand the job description for **Assistant District Attorney - Border Prosecution Unit**. I further understand that I am responsible for the satisfactory execution of the essential functions described therein, under any and all conditions as described.

Employee Name _____ Date _____

Employee Signature _____



VAL VERDE COUNTY DISTRICT ATTORNEY JOB DESCRIPTION

DEPARTMENT: District Attorney

LOCATION: 209 E. Losoya, Del Rio, Texas

JOB TITLE: Office Manager
Cindy Constanancio

FLSA TYPE: ☒ Exempt
☐ Nonexempt

REPORTS TO: District Attorney

TYPE OF POSITION:

HOURS WORKED: 40/WEEK

- ☒ Full-time
☐ Part-time
☐ Temporary
☐ Intern

GENERAL DESCRIPTION:

This position is responsible for managing the day-to-day operations of the District Attorney's Office pursuant to policy, coordinating the department's activities, including clerical records maintenance and management, accounting, scheduling, and staff supervision. The Office Manager identifies and analyzes complex issues and problems in management areas and recommends and implements solutions. The Office Manager manages office functions economically and efficiently, organizes work, establishes priorities, and maintains good interpersonal relations and communications with attorneys and support staff, as well as other departments, law enforcement agencies and the public. The Office Manager displays excellent supervisory and leadership skills.

SPECIFIC RESPONSIBILITIES:

1. Assign work to and supervises Legal Secretaries and assistants within the office, assisting them in the preparation of various complex legal documents and performance of their duties; reviews their work in anticipation of signatures;
2. Orient new office staff regarding procedures and proper format followed in the preparation of legal documents for Val Verde County;
3. Identify training needs, arranges for and conducts appropriate staff training;
4. Conducts training on desktop computer applications;
5. Participate in the interviewing and selection of new office personnel, including Attorneys, Legal Secretaries/Assistants;
6. Make decisions of administrative matters when the District Attorney is otherwise occupied;
7. Supervise and delegate the composition of legal documents, letters, memorandum, motions, reports, criminal complaints, warrants, summons, traffic long forms, ordinance violations and other documents by compiling information contained in reports, statements, field arrest reports, and determining the importance of information contained therein;

8. Supervise and delegates the preparation of necessary legal documents pertaining to the extradition of persons from and to Val Verde County
9. Supervise the sorting, indexing and filing of correspondence, legal documents, memorandums, reports, minutes, complaints, traffic and ordinance matters according to office procedures;
10. Prepare the annual budget and monitors the same throughout the budgetary year;
11. Prepare any necessary annual and statistical reports;
12. Participate in strategic planning for departmental long and short-term goals; gather internal and external information to assist in the decision making;
13. Assist with the preparation and administration of grants for the department including maintaining fiscal records;
14. Maintain records and inventory pertaining to items purchased within the department and ascertains the need for new and/or additional equipment and supplies, orders and prepares purchase orders and invoices accordingly;
15. Supervise inputting settings on the calendar for all District and County Court at Law proceedings and weekly calendar for all office personnel;
16. Provide staff performance reviews and discipline;
17. Assists the District Attorney and Assistant District Attorneys whenever necessary with their performing the various statutory duties of the District Attorney;
18. Provides overall administration of the District Attorney's Office in the absence of the District Attorney;
19. Perform related work as required. (Position may not include all the duties listed, nor do the examples cover all the duties, which may be performed or supervised.)
20. Coordinate the department's activities, including clerical records maintenance and management and accounting.
21. Manage office functions economically and efficiently, organize work, establish priorities, and maintain good interpersonal relations and communications with attorneys and support staff, as well as other departments, law enforcement agencies and the public.
22. Orient new staff regarding health/dental insurance benefits as well as payroll forms.
23. Process payroll semi-monthly, EFPTS tax payments semi-monthly, file Quarterly 941 Tax forms, W-2's and file TWC Quarterly forms.
24. Maintain timesheets, Annual Leave and Sick Leave. Maintain bank accounts and prepare financial reports as needed.
25. Maintain records and inventory pertaining items purchased within the department and ascertain the need for new and/or additional equipment and supplies, orders and pay invoices.
26. Monitor and send payment for ADA's membership dues as well NDAA Liability Insurance and office vehicle insurance.
27. Prepare Texas Comptroller District Attorney Travel Vouchers for payment.
28. Monitor and execute documents for Texas Comptroller's Office Apportionment reports and Forfeiture reports.
29. Receive and open all adult and juvenile cases and prepare court folders enter in case management software program.
30. Input all juvenile petitions and enter case numbers in case management software program.
31. Back-up answer incoming calls attend front office if needed.
32. Assist the District Attorney and Assistant District Attorneys whenever necessary with their performing various statutory duties of the District Attorney's Office.
33. Notarize documents.

WORK EXPERIENCE REQUIREMENTS:

Comprehensive knowledge of legal terminology and of office procedures including telephone answering, filing and other related office procedures; familiarity with County personnel policies and State Department of Administration policies; good understanding of the Texas Criminal Code, Traffic and Juvenile Code; Knowledge of general accounting procedures for departmental financial recordkeeping; ability to use modern office equipment including dictating and transcribing equipment, knowledge of features and capabilities of desktop computer applications and hardware; ability to supervise staff; assign work and evaluate workloads; ability to understand and follow oral and written instructions; ability to establish and maintain effective working relationships with co-workers, law enforcement agencies, other county departments and various state and federal agencies; make administrative decisions in accordance with regulations and department's policy procedures; ability to recognize sensitive matters and handle such matters in confidence; ability to read, write and speak English and Spanish.

EDUCATION REQUIREMENTS:

Paralegal training, office management, or a related field and progressively responsible work experience in a supervisory capacity in a legal setting from 5 to 10 years. Bachelor's level paralegal or business administration degree preferred. Experience in supervising others; considerable experience in performing legal work. Any equivalent combination of experience and training which provides the required skills, knowledge, and abilities.

PHYSICAL REQUIREMENTS:

Lifting: Continuous: upward and downward flexion of the neck. Frequent: sitting, repetitive use of hands to operate computers, printers and copiers. Occasional: walking, standing, bending and twisting of neck, bending and twisting of waist, squatting, simple grasping, reaching above and below shoulder level, and lifting and carrying of files weighing up to 10 pounds.

Travel:

Shift Work:

Other:

JOB DESCRIPTION ACKNOWLEDGEMENT

I have received, reviewed and fully understand the job description for **District Attorney Office Manager**. I further understand that I am responsible for the satisfactory execution of the essential functions described therein, under any and all conditions as described.

Employee Name _____ Date _____

Employee Signature _____



**VAL VERDE COUNTY DISTRICT ATTORNEY
JOB DESCRIPTION**

DEPARTMENT: District Attorney

LOCATION: 209 E. Losoya, Del Rio, Texas

JOB TITLE: Investigator
Larry Pope

FLSA TYPE: ☒ Exempt
☐ Nonexempt

REPORTS TO: First Assistant District Attorney

TYPE OF POSITION:

HOURS WORKED: 40/WEEK

- ☒ Full-time
☐ Part-time
☐ Temporary
☐ Intern

GENERAL DESCRIPTION:

Responsible for performing a wide variety of investigations of alleged or suspected violations of criminal and civil laws; and to perform related work as required. This position is allocated only to the Office of the District Attorney. Incumbents are sworn peace officers with law enforcement duties. Under direction, incumbents are responsible for managing, supervising and coordinating the activities of an investigative unit or units in the Bureau of Investigation, to include supervising subordinate District Attorney Investigators, Paralegals and other support staff, or performing the most complex, sensitive and specialized investigations.

SPECIFIC RESPONSIBILITIES:

1. Plan, assign, supervise and evaluate the work of subordinate investigators and support staff.
2. Review and monitor reports prepared for use in the valuation and prosecution of criminal cases.
3. Assist in developing and implementing investigative policies and procedures.
4. Provide expertise in investigative specialty areas such as narcotics, gangs, domestic violence and the Superior and Municipal Courts.
5. Perform the most complex, sensitive and specialized investigations.
6. Conduct investigations and surveillance and undercover operations.
7. Participate in multi-agency law enforcement task forces with Federal, State and local agencies.
8. Locate and interview principles and witnesses
9. Perform extradition of prisoners from other jurisdictions.

10. Prepare arrest and search warrant affidavits and participates in the execution of Federal, State and local arrest and search warrants.
11. Perform investigations for the Grand Jury.
12. Participate in Federal, State and local law enforcement intelligence activities.
13. Perform County-wide misconduct investigations on elected officials, attorneys, police agencies, other County departments and private investigators.
14. Assist out-of-state law enforcement agencies.
15. Participate in law enforcement mutual aid incidents.
16. Participate in asset forfeitures with Federal, State and local law enforcement agencies.
17. Prepare reports for use in the evaluation and prosecution of criminal cases.
18. Analyze books, records, and accounts.
19. Collect, compile, provides for preservation and analyzes factual information.
20. Testify in court.
21. Serve subpoenas.
22. Provide responsive, high quality service to County employees, representatives of outside agencies and members of the public by providing accurate, complete and up-to-date information, in a courteous, efficient and timely manner.
23. Prepare diagrams, charts, and scale drawings; photographs crime scenes and other items of evidence.
24. Assist District Attorney and Assistant District Attorneys in arranging appearance of witnesses at trials and hearings and in presenting of evidence.
25. Operate electronic equipment.
26. Maintain logs, records, and files.
27. Perform related work as required. (Position may not include all the duties listed, nor do the examples cover all the duties, which may be performed or supervised.)

WORK EXPERIENCE REQUIREMENTS:

Knowledge of Principles and techniques of criminal investigation including: gathering, preserving and presenting evidence, basic identification techniques, Laws of arrest, search and seizure, rules of evidence, and courtroom procedure, Interviewing and interrogation techniques, and telephone, office, and online etiquette.

Skills and Abilities to gather, assemble, analyze, and evaluate facts and evidence to draw logical conclusions and to make sound recommendations. Obtain information through interview and interrogation. Operate photographic, electronic, and various scientific investigative equipment. Prepare diagrams, charts, and drawings, Prepare and execute legal documents such as subpoenas, affidavits, and warrants. Use firearms skillfully and effectively. Maintain logs, records, and files. Present evidence in court. Communicate effectively orally and in writing. Establish effective working relationships with management, employees, employee representatives and the public representing diverse cultures and backgrounds. Treat County employees, representatives of outside agencies and members of the public with courtesy and respect. Assess the customer's immediate needs and ensure customer's receipt of needed services through personal service or making appropriate referral. Exercise appropriate judgment in answering questions and releasing information; analyze and project consequences of decisions and/or recommendations. Communicate effectively with a variety of individuals representing diverse cultures and backgrounds and function calmly in situations which require a high degree of sensitivity, tact and diplomacy.

EDUCATION REQUIREMENTS:

Education, training, and/or experience that demonstrate possession of the knowledge, skills and abilities listed above. Possession of a sworn Peace Officer license and current Texas Class C driver's license.

PHYSICAL REQUIREMENTS:

Lifting: Continuous: upward and downward flexion of the neck. Frequent: sitting, repetitive use of hands to operate computers, printers and copiers. Occasional: walking, standing, bending and twisting of neck, bending and twisting of waist, squatting, simple grasping, reaching above and below shoulder level, and lifting and carrying of files weighing up to 10 pounds.

Travel:

Shift Work: May be required to perform investigative duties and assignments during irregular work hours.

Other:

JOB DESCRIPTION ACKNOWLEDGEMENT

I have received, reviewed and fully understand the job description for **District Attorney Investigator**. I further understand that I am responsible for the satisfactory execution of the essential functions described therein, under any and all conditions as described.

Employee Name _____ Date _____

Employee Signature _____



**VAL VERDE COUNTY DISTRICT ATTORNEY
JOB DESCRIPTION**

DEPARTMENT: District Attorney

LOCATION: 209 E. Losoya, Del Rio, Texas

JOB TITLE: First Legal Assistant
Lizett Hernandez

FLSA TYPE: ☐ Exempt
☐ Nonexempt

REPORTS TO: District Attorney and Office Manager

TYPE OF POSITION:

HOURS WORKED: 40/WEEK

- ☒ Full-time
☐ Part-time
☐ Temporary
☐ Intern

GENERAL DESCRIPTION:

The incumbent will perform a variety of secretarial and administrative support functions including typing and processing correspondence, opinions, orders, motions, complaints, subpoenas, briefs, and other legal documents in proper legal form from outlined instructions or established procedure for one or more attorneys, and be assigned other work as required. Works under the general supervisor of the District Attorney and his/her designee who provides guidance on technical matters, and who reviews completed work assignments for conformance with established rules, regulations and state laws.

SPECIFIC RESPONSIBILITIES:

1. Manage docket and trial list
2. Processing of incoming police reports for screening, arraignment, or filing for adult and juvenile case load.
3. Update case files after all court hearings.
4. Perform typing of juvenile petitions, amended petitions motions, letters, and/or general correspondence on a daily basis.
5. Maintain / manage case files.
6. Data entry as needed in case management software.
7. Travel to various District Court offices on a daily/weekly basis as needed.
8. Adheres to departmental policies and procedures as well as safe work practices, policies and procedures.
9. Has regular and reliable attendance.
10. Download any digital files from the various law enforcement agencies.
11. Open digital files for every new case received by law enforcement agencies.
12. Prepare Article 39.14 Discovery Compliance Documentation- view files in each cases to determine what type of material is being disclosed to defense counsel.
13. Prepare plea bargain forms for review by district attorney/assistant district attorney .
14. Prepare discovery CD's for defense counsel to pick up.

15. Fax Article 39.14 Discovery Compliance Documentation to defense counsel once approved by district attorney/assistant district attorney.
16. Prepare drafts of plea documents for juvenile cases.
17. Prepare drafts of new indictments on adult cases.
18. Assist attorneys and staff with case management and inputting information into system.
19. Maintain calendar for attorneys.
20. Attend court hearings with attorneys during arraignment and plea dockets.
21. Assist attorneys with plea packets in court.
22. Assist with organization of files prior to court settings.
23. Assist defense counsel with any and all questions on discovery provided.
24. Assist attorneys with Spanish to English translation of documents and oral statements.
25. Assist attorneys with trial notebooks.
26. Assist attorneys during trial with technical set up of computers, projector, TV's and DVD players.
27. Provided technical support to attorneys and staff.
28. Assist attorneys with copying, scanning, faxing and mailing of documents.
29. Performs related work as required. (Position may not include all the duties listed, nor do the examples cover all the duties, which may be performed or supervised.)

WORK EXPERIENCE REQUIREMENTS:

Position requires over five years of experience in the legal profession and considerable knowledge of criminal legal procedures, terminology and documents; business English, spelling, composition, and arithmetic, and proficiency in the use of computers and Microsoft Outlook, Word and Excel. Position requires ability to interpret and apply department policies and procedures; make decisions independently in accordance with established procedures; operate modern office equipment; understand and carry out oral and written directions; use initiative, tact and good judgment on the job dealing with the public and other agencies; maintain confidentiality of materials and information; read, type and understand legal documentation; communicate effectively, both orally and in writing. Proficiency in Spanish.

EDUCATION REQUIREMENTS:

A high school diploma or equivalent supplemented by secretarial or business school training, plus three years of progressively responsible legal office experience; OR

Any combination of education and experience which provides the applicant with the desired skills, knowledge, and ability required to perform the job.

PHYSICAL REQUIREMENTS:

Lifting: Typically requires climbing, stooping, kneeling, crouching, reaching, standing, walking, sitting, lifting, and repetitive motions. Requires exerting up to 20 lbs. frequently.

Travel:

Shift Work:

Other: Work is generally performed in an office environment.

JOB DESCRIPTION ACKNOWLEDGEMENT

I have received, reviewed and fully understand the job description for First Legal Assistant. I further understand that I am responsible for the satisfactory execution of the essential functions described therein, under any and all conditions as described.

Employee Name_____ Date_____

Employee Signature_____



VAL VERDE COUNTY DISTRICT ATTORNEY JOB DESCRIPTION

DEPARTMENT: District Attorney

LOCATION: 209 E. Losoya, Del Rio, Texas

JOB TITLE: Primary Legal Secretary
Sandra Luna

FLSA TYPE: ☐ Exempt
☒ Nonexempt

REPORTS TO: District Attorney and Office Manager

TYPE OF POSITION:

HOURS WORKED: 40/WEEK

- ☒ Full-time
- ☐ Part-time
- ☐ Temporary
- ☐ Intern

GENERAL DESCRIPTION:

The incumbent will perform a variety of secretarial and administrative support functions including typing and processing correspondence, opinions, orders, motions, complaints, subpoenas, briefs, and other legal documents in proper legal form from outlined instructions or established procedure for one or more attorneys, and be assigned other work as required. Works under the general supervisor of the District Attorney and his/her designee who provides guidance on technical matters, and who reviews completed work assignments for conformance with established rules, regulations and state laws.

SPECIFIC RESPONSIBILITIES:

1. Handle and respond to oral and/or written correspondence directed to District Attorney.
2. Manage site trial list to include preparation and filing of motions, chemical requests, coordination with District and County Court at Law
3. Process and distribution of mail to include incoming postal mail and inter-office
4. Update case files after all court hearings.
5. Responsible for timely filing of paperwork with the District Clerk's office.
6. Data entry as needed in case management software.
7. Notarize documents.
8. Travel to various District Courts or County Court at Law on a daily/weekly basis as needed.
9. Adhere to departmental policies and procedures as well as safe work practices, policies and procedures.
10. Has regular and reliable attendance.
11. Prepare files for archives.
12. Perform related work as required. (Position may not include all the duties listed, nor do the examples cover all the duties, which may be performed or supervised.)
13. Monitor security cameras
14. Screen incoming calls and refer to appropriate staff for action.
15. Answer telephone inquiries.
16. Receive fax communication

17. Update daily calendars.
18. Record and monitor court dates
19. Assist Office Manager with inventory of office supplies.
20. Maintain/Manage criminal and civil files (Adult & Juvenile).
21. Receive all correspondence in their respective files.
22. File pending and closed cases in cabinet and in computer
23. Enter disposition record on DPS website (CR-43)
24. Organize files for court appearances.
25. Provide discovery to Attorneys and document file.
26. Prepare dismissals, plea packets, prepare Judgment NISI, bench warrants and writs.
27. Receive correspondence from Probation and prepare State's Motion to Revoke.
28. Assist attorneys in court.

WORK EXPERIENCE REQUIREMENTS:

Position requires 3-5 years of experience in the legal profession; considerable knowledge of criminal legal procedures, terminology and documents; and business English, spelling, composition, and arithmetic, and proficiency in the use of computers and Microsoft Outlook, Word and Excel. Position requires ability to interpret and apply department policies and procedures; make decisions independently in accordance with established procedures; operate modern office equipment; type accurately 60 words per minute; understand and carry out oral and written directions; use initiative, tact and good judgment on the job dealing with the public and other agencies; maintain confidentiality of materials and information; read, type and understand legal documentation; communicate effectively, both orally and in writing. Bilingual in Spanish and English.

EDUCATION REQUIREMENTS:

A high school diploma or equivalent supplemented by secretarial or business school training, plus three years of progressively responsible legal office experience; OR

Any combination of education and experience which provides the applicant with the desired skills, knowledge, and ability required to perform the job.

PHYSICAL REQUIREMENTS:

- Lifting:** Typically requires climbing, stooping, kneeling, crouching, reaching, standing, walking, sitting, lifting, and repetitive motions. Requires exerting up to 20 lbs. frequently.
- Travel:** Must be able to be able to travel to outlying counties.
- Other:** Work is generally performed in an office environment.

JOB DESCRIPTION ACKNOWLEDGEMENT

I have received, reviewed and fully understand the job description for **Primary Legal Secretary**. I further understand that I am responsible for the satisfactory execution of the essential functions described therein, under any and all conditions as described.

Employee Name _____ Date _____

Employee Signature _____



**VAL VERDE COUNTY DISTRICT ATTORNEY
JOB DESCRIPTION**

DEPARTMENT: District Attorney

LOCATION: 209 E. Losoya, Del Rio, Texas

JOB TITLE: Secondary Legal Secretary
Elizabeth Medina

FLSA TYPE: ☐ Exempt
☒ Nonexempt

REPORTS TO: District Attorney and Office Manager

TYPE OF POSITION:

HOURS WORKED: 40/WEEK

- ☒ Full-time
☐ Part-time
☐ Temporary
☐ Intern

GENERAL DESCRIPTION:

The incumbent will perform a variety of secretarial and administrative support functions including typing and processing correspondence, opinions, orders, motions, complaints, subpoenas, briefs, and other legal documents in proper legal form from outlined instructions or established procedure for one or more attorneys, and be assigned other work as required. Works under the general supervisor of the District Attorney and his/her designee who provides guidance on technical matters, and who reviews completed work assignments for conformance with established rules, regulations and state laws.

SPECIFIC RESPONSIBILITIES:

1. Primarily assist District Attorney with appointments, calendar, and correspondence
2. Handling and responding to oral and/or written correspondence directed to District Attorney.
3. Research information for attorneys and staff
4. Manage trial list to include preparation and filing of motions, chemical requests, and coordinate with District Clerks and court coordinators.
5. Process and distribution of mail to include incoming postal mail and inter-office mail.
6. Processing of incoming police reports for screening, arraignment, or filing for adult and juvenile case load.
7. Required updating of case files after all court hearings.
8. Responsible for timely filing of paperwork with the clerk's office, in-person and efile
9. Perform typing of general correspondence on a daily basis.
10. Maintain / manage case files.
11. Data entry as needed in case management software.
12. Notarize documents.

13. Travel to various District Court offices on a daily/weekly basis as needed.
14. Adheres to departmental policies and procedures as well as safe work practices, policies and procedures.
15. Has regular and reliable attendance.
16. Prepares files for archives.
17. Performs related work as required. (Position may not include all the duties listed, nor do the examples cover all the duties, which may be performed or supervised.)
18. Coordinate with contract employees to perform work at the office,
19. Assist attorneys in court.
20. File pending and closed cases in cabinet and in computer
21. Directly assist office manager

WORK EXPERIENCE REQUIREMENTS:

Position requires 3-5 years of experience in the legal profession; considerable knowledge of criminal legal procedures, terminology and documents; and business English, spelling, composition, and arithmetic, and proficiency in the use of computers and Microsoft Outlook, Word and Excel. Position requires ability to interpret and apply department policies and procedures; make decisions independently in accordance with established procedures; operate modern office equipment; type accurately 60 words per minute; understand and carry out oral and written directions; use initiative, tact and good judgment on the job dealing with the public and other agencies; maintain confidentiality of materials and information; read, type and understand legal documentation; communicate effectively, both orally and in writing. Bilingual in Spanish and English.

EDUCATION REQUIREMENTS:

A high school diploma or equivalent supplemented by secretarial or business school training, plus three years of progressively responsible legal office experience; OR

Any combination of education and experience which provides the applicant with the desired skills, knowledge, and ability required to perform the job.

PHYSICAL REQUIREMENTS:

Lifting: Typically requires climbing, stooping, kneeling, crouching, reaching, standing, walking, sitting, lifting, and repetitive motions. Requires exerting up to 20 lbs. frequently.

Travel:

Shift Work:

Other: Work is generally performed in an office environment.

JOB DESCRIPTION ACKNOWLEDGEMENT

I have received, reviewed and fully understand the job description for **Secondary Legal Secretary**. I further understand that I am responsible for the satisfactory execution of the essential functions described therein, under any and all conditions as described.

Employee Name _____ Date _____

Employee Signature _____

RESOLUTION

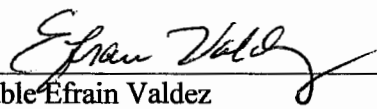
Whereas, The Val Verde County Commissioner's Court finds it in the best interest of the citizens of Val Verde County Texas, that the Border Prosecution Unit be operated for the 2017 and 2018 fiscal year: and

Whereas, The Val Verde County Commissioner's Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, for the Border Prosecution Unit grant, the Val Verde County Commissioner's Court assures that the funds will returned to the Criminal Justice Division in full: and

Whereas, The Val Verde County Commissioner's Court designates the Val Verde County Judge as the grantee authorized official. The authorized official is given power to apply for, accept, alter or terminate the grant on behalf of the applicant Agency: and

Now therefore, be it resolved that the Val Verde County Commissioner's Court, approves submission of the grant application, with no cash match required by Val Verde County, for the Border Prosecution Unit to the Office of the Governor, Criminal Justice Division.

Signed by:


Honorable Efrain Valdez
Val Verde County Judge

Passed and approved this 13th day of March, 2017.

Grant Number: 2537705

COPY



TREASURER'S REPORT

FEBRUARY 2017

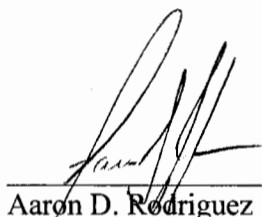
VOL. 48 PAGE 410

AARON D. RODRIGUEZ

COUNTY TREASURER
VAL VERDE COUNTY
901 BEDELL AVE, STE F
DEL RIO, TEXAS 78840
(830) 774-7587

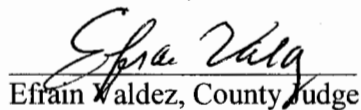
ORDER APPROVING TREASURER'S MONTHLY REPORT

I, Aaron D. Rodriguez, County Treasurer of Val Verde County, do solemnly swear that the attached is a true and correct report of all money received by me upon proper deposit warrants, and all transfers made by me upon the authority of the Commissioners Court of Val Verde County Funds during the month of March 2017.



Aaron D. Rodriguez

Approved: Examined and approved in open Commissioners Court, this 13th day of March, 2017



Efraim Valdez, County Judge

VAL VERDE COUNTY FINANCES
TREASURERS REPORT
COMMISSIONERS COURT
REGULAR SESSION

IN ACCORDANCE with Section 114.026, Local Government Code, we, the undersigned, constituting the entire Commissioners Court of Val Verde County, certify that on March 13th, 2017 we compared and examined the monthly report of Aaron D. Rodriguez, Treasurer of Val Verde County, Texas for FEBRUARY 2017, and finding the same correct, entered in the minutes approving said report stating totals of accounts. Said report filed for record on this 13th day of March, 2017.


HONORABLE EFRAIN VALDEZ
COUNTY JUDGE

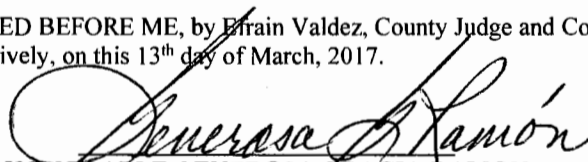

HONORABLE MARTIN WARDLAW
COUNTY COMMISSIONER, PCT. 1


HONORABLE LEWIS OWENS
COUNTY COMMISSIONER, PCT. 2


HONORABLE ROBERT NETTLETON
COUNTY COMMISSIONER, PCT. 3


HONORABLE GUSTAVO FLORES
COUNTY COMMISSIONER, PCT. 4

SWORN TO AND SUBSCRIBED BEFORE ME, by Efrain Valdez, County Judge and County Commissioners of Val Verde County, each respectively, on this 13th day of March, 2017.


HONORABLE GENEROSA GRACIA-RAMON
COUNTY CLERK





Val Verde County, TX

Detail Report
Account Summary
Date Range: 02/01/2017 - 02/28/2017

VOL. 48 PAGE 413

| Account | Name | Beginning Balance | Total Activity | Total Debits | Total Credits | Ending Balance |
|---|--|-------------------|----------------|--------------|---------------|----------------|
| Fund: 1111 - General Fund | | | | | | |
| <u>1111-1111-00-11020</u> | Cash - Del Rio Bank & Trust Westexan | 4,773,160.20 | 500,619.30 | 6,407,928.32 | 5,907,309.02 | 5,273,779.50 |
| <u>1111-1111-00-11030</u> | Cash - Texpool | 1,117.31 | 0.56 | 0.56 | 0.00 | 1,117.87 |
| <u>1111-1111-00-11040</u> | Cash - General Fund Texpool 2 | 1,251.43 | 0.56 | 0.56 | 0.00 | 1,251.99 |
| <u>1111-1111-00-11060</u> | Cash - Hot Tax | 23,813.70 | 1,437.60 | 1,437.60 | 0.00 | 25,251.30 |
| Total Fund: 1111 - General Fund: | | 4,799,342.64 | 502,058.02 | 6,409,367.04 | 5,907,309.02 | 5,301,400.66 |
| Fund: 1133 - SL 179 | | | | | | |
| <u>1133-1111-00-11160</u> | Cash - SL79 | 172,183.52 | 6.61 | 6.61 | 0.00 | 172,190.13 |
| Total Fund: 1133 - SL 179: | | 172,183.52 | 6.61 | 6.61 | 0.00 | 172,190.13 |
| Fund: 1134 - Library Construction | | | | | | |
| <u>1134-1111-00-21115</u> | Cash - Library Construction | 2,333,629.66 | -126,227.99 | 0.00 | 126,227.99 | 2,207,401.67 |
| Total Fund: 1134 - Library Construction: | | 2,333,629.66 | -126,227.99 | 0.00 | 126,227.99 | 2,207,401.67 |
| Fund: 1166 - SF Pastures | | | | | | |
| <u>1166-1111-00-11150</u> | Cash - San Felipe Pastures | 44,376.74 | 1.70 | 1.70 | 0.00 | 44,378.44 |
| Total Fund: 1166 - SF Pastures: | | 44,376.74 | 1.70 | 1.70 | 0.00 | 44,378.44 |
| Fund: 1177 - Tax Note 2013 | | | | | | |
| <u>1177-1111-00-11000</u> | Cash - 2013 Tax Note | 76,535.82 | -773.91 | 2.92 | 776.83 | 75,761.91 |
| Total Fund: 1177 - Tax Note 2013: | | 76,535.82 | -773.91 | 2.92 | 776.83 | 75,761.91 |
| Fund: 1178 - Tax Note 2016 | | | | | | |
| <u>1178-1111-00-11000</u> | Cash - 2016 Tax Note | 2,347,983.26 | -26,245.10 | 89.71 | 26,334.81 | 2,321,738.16 |
| Total Fund: 1178 - Tax Note 2016: | | 2,347,983.26 | -26,245.10 | 89.71 | 26,334.81 | 2,321,738.16 |
| Fund: 1222 - Balance Road & Bridge | | | | | | |
| <u>1222-2222-00-11130</u> | Cash - Road & Bridge Fund - Texas Community Bank | 330,071.81 | 160,697.24 | 297,358.05 | 136,660.81 | 490,769.05 |
| <u>1222-2222-00-11140</u> | Cash - Road & Bridge Texpool | 806.05 | 0.28 | 0.28 | 0.00 | 806.33 |
| Total Fund: 1222 - Balance Road & Bridge: | | 330,877.86 | 160,697.52 | 297,358.33 | 136,660.81 | 491,575.38 |
| Fund: 1333 - Interest & Sinking | | | | | | |
| <u>1333-3333-00-11070</u> | Cash - Interest & Sinking Fund Bank & Trust | 15,646.80 | 1.80 | 1.80 | 0.00 | 15,648.60 |
| <u>1333-3333-00-11071</u> | Cash - Interest and Sinking Bank Trust Money M | 206,706.88 | 71.35 | 71.35 | 0.00 | 206,778.23 |
| <u>1333-3333-00-11080</u> | Cash - Interest & Sinking Fund Texas Community | 2,639,656.13 | -439,931.76 | 116,248.35 | 556,180.11 | 2,199,724.37 |
| <u>1333-3333-00-11090</u> | Cash - Interest & Sinking Fund Texpool | 4,152.63 | 1.68 | 1.68 | 0.00 | 4,154.31 |
| <u>1333-3333-00-11200</u> | Cash - Interest & Sinking Fund CD | 620,601.69 | 0.00 | 0.00 | 0.00 | 620,601.69 |
| Total Fund: 1333 - Interest & Sinking: | | 3,486,764.13 | -439,856.93 | 116,323.18 | 556,180.11 | 3,046,907.20 |
| Fund: 1444 - Payroll Clearing County | | | | | | |
| <u>1444-4444-00-11110</u> | Cash - Payroll Clearing Bank & Trust | 238,718.03 | -5,725.14 | 807,438.12 | 813,163.26 | 232,992.89 |

Detail Report

Date Range: 02/01/2017 - 02/28/2017

| Account | Name | Beginning Balance | Total Activity | Total Debits | Total Credits | Ending Balance |
|---|---|-------------------|----------------|--------------|---------------|----------------|
| Total Fund: 1444 - Payroll Clearing County: | | 238,718.03 | -5,725.14 | 807,438.12 | 813,163.26 | 232,992.89 |
| Fund: 1555 - Law Library | | | | | | |
| <u>1555-1111-00-11170</u> | Cash - Texas Community Bank Law Library | 17,343.82 | -2,457.69 | 972.72 | 3,430.41 | 14,886.13 |
| Total Fund: 1555 - Law Library: | | 17,343.82 | -2,457.69 | 972.72 | 3,430.41 | 14,886.13 |
| Fund: 2666 - Grants | | | | | | |
| <u>2666-6666-00-21010</u> | Cash - Border Prosecution 2537706 | -8,229.52 | -6,381.17 | 0.00 | 6,381.17 | -14,610.69 |
| <u>2666-6666-00-21060</u> | Cash - HIDTA Amistad Intell 2014 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| <u>2666-6666-00-21132</u> | Cash - HIDTA Del Rio Task For 2015 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| <u>2666-6666-00-21134</u> | Cash - HIDTA Eagle Pass Task 2015 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| <u>2666-6666-00-21136</u> | Cash - HIDTA Amistad Intell 2015 | 134.99 | 0.00 | 0.00 | 0.00 | 134.99 |
| <u>2666-6666-00-21140</u> | Cash - National Park Service | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| <u>2666-6666-00-21160</u> | Cash - Southwest Border Prosecution Initiative | 42,538.29 | 0.00 | 0.00 | 0.00 | 42,538.29 |
| <u>2666-6666-00-21191</u> | Cash - Stonegarden 2014 | 6,123.88 | 0.00 | 0.00 | 0.00 | 6,123.88 |
| <u>2666-6666-00-21215</u> | Cash - T.D.H.C.A. #7214013 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| <u>2666-6666-00-21230</u> | Cash - T.C.D.B.G. #713125 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| <u>2666-6666-00-21250</u> | Cash - T.C.D.B.G. #713479 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| <u>2666-6666-00-21280</u> | Cash - Texas Depart of Transportation Amistad Acres | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| <u>2666-6666-00-21298</u> | Cash - West Gate | 129,908.17 | 104,108.36 | 1,127,683.42 | 1,023,575.06 | 234,016.53 |
| <u>2666-6666-00-21300</u> | Cash - Non Reportable Grants | 18,512.86 | -5,898.71 | 58,306.54 | 64,205.25 | 12,614.15 |
| <u>2666-6666-00-21310</u> | Cash - Texas A & M Forest Service | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Fund: 2666 - Grants: | | 188,988.67 | 91,828.48 | 1,185,989.96 | 1,094,161.48 | 280,817.15 |
| Fund: 4121 - Val Verde County Auditors Special Account | | | | | | |
| <u>4121-1400-00-41000</u> | Cash - County Auditor Special Account | 10,187.09 | 0.57 | 63,166.57 | 63,166.00 | 10,187.66 |
| Total Fund: 4121 - Val Verde County Auditors Special Account: | | 10,187.09 | 0.57 | 63,166.57 | 63,166.00 | 10,187.66 |
| Fund: 4145 - Security Fees | | | | | | |
| <u>4145-1111-00-41080</u> | Cash - Security Fee | 124,174.42 | 1,209.55 | 1,269.55 | 60.00 | 125,383.97 |
| Total Fund: 4145 - Security Fees: | | 124,174.42 | 1,209.55 | 1,269.55 | 60.00 | 125,383.97 |
| Grand Totals: | | 14,171,105.66 | 154,515.69 | 8,881,986.41 | 8,727,470.72 | 14,325,621.35 |

Fund Summary

| Fund | Beginning Balance | Total Activity | Total Debits | Total Credits | Ending Balance |
|--|-------------------|----------------|--------------|---------------|----------------|
| 1111 - General Fund | 4,799,342.64 | 502,058.02 | 6,409,367.04 | 5,907,309.02 | 5,301,400.66 |
| 1133 - SL 179 | 172,183.52 | 6.61 | 6.61 | 0.00 | 172,190.13 |
| 1134 - Library Construction | 2,333,629.66 | -126,227.99 | 0.00 | 126,227.99 | 2,207,401.67 |
| 1166 - SF Pastures | 44,376.74 | 1.70 | 1.70 | 0.00 | 44,378.44 |
| 1177 - Tax Note 2013 | 76,535.82 | -773.91 | 2.92 | 776.83 | 75,761.91 |
| 1178 - Tax Note 2016 | 2,347,983.26 | -26,245.10 | 89.71 | 26,334.81 | 2,321,738.16 |
| 1222 - Balance Road & Bridge | 330,877.86 | 160,697.52 | 297,358.33 | 136,660.81 | 491,575.38 |
| 1333 - Interest & Sinking | 3,486,764.13 | -439,856.93 | 116,323.18 | 556,180.11 | 3,046,907.20 |
| 1444 - Payroll Clearing County | 238,718.03 | -5,725.14 | 807,438.12 | 813,163.26 | 232,992.89 |
| 1555 - Law Library | 17,343.82 | -2,457.69 | 972.72 | 3,430.41 | 14,886.13 |
| 2666 - Grants | 188,988.67 | 91,828.48 | 1,185,989.96 | 1,094,161.48 | 280,817.15 |
| 4121 - Val Verde County Auditors Special | 10,187.09 | 0.57 | 63,166.57 | 63,166.00 | 10,187.66 |
| 4145 - Security Fees | 124,174.42 | 1,209.55 | 1,269.55 | 60.00 | 125,383.97 |
| Grand Total: | 14,171,105.66 | 154,515.69 | 8,881,986.41 | 8,727,470.72 | 14,325,621.35 |

VOL. 48 PAGE 415

| FUNDS FOR THE MONTH OF FEBRUARY 2017 | BEGINNING BALANCE | REVENUES | INTEREST | EXPENSES | ENDING BALANCE |
|--|--------------------------|-----------------|-----------------|-----------------|-----------------------|
| TAX COLLECTORS / TAX PAYERS ESCROW ACCOUNT | 132,591.40 | 3,392.33 | 5.12 | 1,931.67 | \$134,057.18 |
| TAX COLLECTORS / VIT ESCROW ACCOUNT | 318,521.98 | 0.00 | 48.87 | | \$318,570.85 |
| TAX OFFICE/ ASSESSOR AND COLLECTOR OF TAXES | 1,643,256.36 | 3,642,333.11 | 525.57 | 4,302,745.33 | \$983,369.71 |
| TAX OFF/ AUTO DEPT ASSESSOR AND COLLECTOR OF TAXES | 296,340.42 | 735,966.31 | 8.08 | 707,629.38 | \$324,685.43 |
| VAL VERDE COUNTY ATTORNEY- COLLECTION ACCOUNT | 25,847.32 | 105.00 | 1.00 | 0.00 | \$25,953.32 |
| VAL VERDE COUNTY ATTORNEY - MERCHANT ACCOUNT | 16,599.24 | 302.83 | 0.64 | 0.00 | \$16,902.71 |
| VAL VERDE COUNTY ATTORNEY- PRE-TRIAL DIVERSION | 33,630.34 | 2,000.00 | 1.35 | 0.00 | \$35,631.69 |
| COUNTY CLERK RECORD MANAGEMENT & PRESERVATION FUND | 371,247.99 | 4,789.00 | 142.11 | 3,052.18 | \$373,126.92 |
| COUNTY CLERK RECORD ARCHIVE FUND | 297,579.83 | 4,648.00 | 114.25 | 0.00 | \$302,342.08 |
| COUNTY CLERK ELECTION SERVICES CONTRACT FUND | 9,394.60 | 0.00 | 0.00 | 0.00 | \$9,394.60 |
| JUSTICE OF THE PEACE PRECINCT #1 | 9,226.04 | 8,527.01 | 0.00 | 8,693.89 | \$9,059.16 |
| JUSTICE OF THE PEACE PRECINCT#1 TECH ACCT | 7,452.42 | 142.48 | 0.00 | 0.00 | \$7,594.90 |
| JUSTICE OF THE PEACE PRECINCT #2 TECH ACCT | 8,324.24 | 128.27 | 0.00 | 195.08 | \$8,257.43 |
| JUSTICE OF THE PEACE PRECINCT #2 DAILY ACCT | 11,759.98 | 18,756.09 | 0.00 | 13,234.97 | \$17,281.10 |
| JUSTICE OF THE PEACE PRECINCT #3 -TECH ACCOUNT | 7,016.82 | 331.68 | 0.00 | 0.00 | \$7,348.50 |
| JUSTICE OF THE PEACE PRECINCT #3 | 36,107.40 | 11,610.78 | 0.00 | 20,431.74 | \$27,286.44 |
| CONSTABLE PRECINCT #3 TLEOS | 1,974.10 | 682.59 | 0.00 | 0.00 | \$2,656.69 |
| JUSTICE OF THE PEACE PRECINCT #4 TECHNOLOGY FUND | 4,467.04 | 160.99 | 0.18 | 0.00 | \$4,628.21 |
| JUSTICE OF THE PEACE PRECINCT #4 DAILY ACTIVITY | 11,924.05 | 11,252.51 | 0.37 | 11,447.71 | \$11,729.22 |
| DISTRICT CLERK- COURT COST ACCOUNT | 288,457.03 | 25,621.04 | 0.00 | 15,286.10 | \$298,791.97 |
| DISTRICT CLERK- REGISTRY FUND | 543,622.99 | 12,737.42 | 0.00 | 299,242.54 | \$257,117.87 |
| DISTRICT CLERK-RECORD ARCHIVE FUND | 17,981.35 | 73.49 | 0.00 | 0.00 | \$18,054.84 |
| DISTRICT CLERK-MOP 2006 REGISTRY ACCOUNT | 65,027.55 | 0.00 | 0.00 | 0.00 | \$65,027.55 |
| DISTRICT CLERK RECORD PRESERVATION | 23,002.39 | 28.58 | 7.94 | | \$23,038.91 |
| DISTRICT CLERK-MOP 2006 COURT COSTS | 71,586.56 | 0.00 | 0.00 | 0.00 | \$71,586.56 |
| RECORD PRESERVATION | 33,960.81 | 153.97 | 11.75 | | \$34,126.53 |
| COURT AT LAW CONTRIBUTION ACCOUNT | 520.74 | 0.00 | 0.00 | 0.00 | \$520.74 |
| FAMILY PROTECTION | 32,949.71 | 90.00 | 11.39 | | \$33,051.10 |
| BAIL SECURITY | 38,285.94 | 0.00 | 13.21 | | \$38,299.15 |
| COURT AT LAW TECHNOLOGY FUND | 1,249.23 | 28.00 | 0.34 | 1,211.90 | \$65.67 |
| WELFARE FUND - COUNTY JUDGE | 23,912.08 | 100.00 | 9.16 | 0.00 | \$24,021.24 |
| VAL VERDE COUNTY WELLNESS SPECIAL ACCOUNT | 100.00 | 597.51 | 0.00 | 0.00 | \$697.51 |
| TOTAL | | | | | \$3,484,275.78 |

*****HIGHLIGHTED ACCOUNTS HAVE NOT BEEN TURNED IN*****
 SHOWING BALANCE FROM PREVIOUS MONTH



Pool Information

Location: 78328
Val Verde County

TexPool

| | |
|--|---------------------|
| Average Monthly rate for February | 0.5591% |
| Average Monthly Dividend Factor for February | 0.000015316 |
| Information as of | March 6, 2017 |
| Daily Net Yield | 0.5667% |
| Dividend Factor | 0.000015526 |
| 7 Day Net Yield | 0.56% |
| Daily Assets | \$20,064,593,224.65 |
| Weighted Average Maturity | 45 days |
| Weighted Average Life | 10 days |
| NAV | 1.00009 |

Performance data quoted represents past performance which is no guarantee of future results. Investment return will fluctuate. The value of an investment when redeemed may be worth more or less than the original cost. Current performance may be higher or lower than performance stated.

For more information, see the TexPool Information Statement available on the TexPool web site, www.texpool.com. You should consider the investment objectives, risks, charges, and expenses carefully before you invest. Information about these and other important subjects is in the Information Statement which you should read carefully before investing.

An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment at \$1.00 per share, it is possible to lose money by investing in the security.

- (1) "WAM Days" is the mean average of the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid, (b) would be repaid upon a demand by TexPool, or (c) are scheduled to have their interest rate readjusted to reflect current market rates. Securities with adjustable rates payable upon demand are treated as maturing on the earlier of the two dates set forth in (b) and (c) if their scheduled maturity is 397 days or less; and the later of the two dates set forth in (b) and (c) if their scheduled maturity is more than 397 days. The mean is weighted based on the percentage of the amortized cost of the portfolio invested in each period.
- (2) "WAM Days" is calculated in the same manner as the described in footnote 1, but is based solely on the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid or (b) would be repaid upon a demand by TexPool, without reference to when interest rates of securities within TexPool are scheduled to be readjusted.
- (3) All current yields for TexPool Prime, for each date, reflect a waiver of some of all management fees.

| ACCOUNT HISTORY REPORT | | | | | | |
|--|-------------|------------------|--------|----------|--------|------------|
| Location: 78328 Acct Nbr: 2331000001 Acct Name: GENERAL FUND #1 Name: VAL VERDE COUNTY Pool Name: TEXPOOL Pool Nbr: 449 | | | | | | |
| Transaction Description | Settle Date | Transaction Date | Price | Deposits | Checks | Balance |
| BEGINNING BALANCE | 09/30/16 | | | | | \$1,115.78 |
| MONTHLY INTEREST | 10/30/16 | 10/30/16 | \$1.00 | \$0.31 | | \$1,116.09 |
| MONTHLY INTEREST | 11/30/16 | 11/30/16 | \$1.00 | \$0.30 | | \$1,116.39 |
| MONTHLY INTEREST | 12/31/16 | 12/31/16 | \$1.00 | \$0.32 | | \$1,116.71 |
| MONTHLY INTEREST | 01/31/17 | 01/31/17 | \$1.00 | \$0.59 | | \$1,117.30 |
| MONTHLY INTEREST | 02/28/17 | 02/28/17 | \$1.00 | \$0.56 | | \$1,117.86 |
| MONTHLY INTEREST | | | | | | |
| MONTHLY INTEREST | | | | | | |
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| MONTHLY INTEREST | | | | | | |
| MONTHLY INTEREST | | | | | | |

| ACCOUNT HISTORY REPORT | | | | | | |
|--|-------------|------------------|--------|----------|--------|------------|
| Location: 78328 Acct Nbr: 2331000002 Acct Name: GENERAL FUND #2 Name: VAL VERDE COUNTY Pool Name: TEXPOOL Pool Nbr: 449 | | | | | | |
| Transaction Description | Settle Date | Transaction Date | Price | Deposits | Checks | Balance |
| BEGINNING BALANCE | 09/30/16 | | | | | \$1,249.73 |
| MONTHLY INTEREST | 10/31/16 | 10/31/16 | \$1.00 | \$0.31 | | \$1,250.04 |
| MONTHLY INTEREST | 11/30/16 | 11/30/16 | \$1.00 | \$0.30 | | \$1,250.34 |
| MONTHLY INTEREST | 12/31/16 | 12/31/16 | \$1.00 | \$0.48 | | \$1,250.82 |
| MONTHLY INTEREST | 01/31/17 | 01/31/17 | \$1.00 | \$0.62 | | \$1,251.44 |
| MONTHLY INTEREST | 02/28/17 | 02/28/17 | \$1.00 | \$0.56 | | \$1,252.00 |
| MONTHLY INTEREST | | | | | | |
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| MONTHLY INTEREST | | | | | | |
| MONTHLY INTEREST | | | | | | |

Location: 78328
Acct Nbr: 2331000003
Acct Name: ROAD & BRIDGE FUND
Name: VAL VERDE COUNTY
Pool Name: TEXPOOL
Pool Nbr: 449

[illegible]

Location: 78328
Acct Nbr: 2331000004
Acct Name: VAL VERDE COUNTY INTEREST & SINKING FUND
Name: VAL VERDE COUNTY
Pool Name: TEXPOOL
Pool Nbr: 449

[illegible]

| VAL VERDE COUNTY INTEREST INCOME FISCAL YEAR ENDING SEPTEMBER 30, 2017 | | | | | | | | | | | | | | | | |
|--|---------------------|------------------------------------|--------|----------|----------|----------|----------|-----|-----|-----|-----|-----|-----|-----|----------|------|
| ACCOUNT INFORMATION | | | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | YTD | |
| GENE RAL FUND | | CHECKING | | | | | | | | | | | | | - | |
| | | MONEY MARKET | | | | | | | | | | | | | - | |
| | | H.O.T. FND 1111-1111-00-11060 | 0.95 | 1.00 | 0.95 | 1.00 | 0.96 | | | | | | | | 4.86 | |
| | THE BANK & TRUST | WESTEXAN 1111-1111-00-11020 | 479.27 | 2,468.90 | 2,459.13 | 1,830.97 | 2,683.17 | | | | | | | | 9,921.44 | |
| | | CD'S | | | | | | | | | | | | | - | |
| | TEXPOOL | 2331000001 1111-1111-00-11030 | 0.31 | 0.30 | 0.32 | 0.59 | 0.56 | | | | | | | | | 2.08 |
| | | 2331000002 1111-1111-00-11040 | 0.31 | 0.30 | 0.48 | 0.62 | 0.56 | | | | | | | | | 2.27 |
| ROAD & BRIDGE FUND | | CHECKING | | | | | | | | | | | | | - | |
| | TEXPOOL | 2331000004 1222-2222-00-11140 | 0.31 | 0.30 | 0.31 | 0.31 | 0.28 | | | | | | | | 1.51 | |
| | TEXAS COMMUNITY | CHECKING 1222-2222-00-11130 | 12.68 | 18.23 | 17.68 | 15.36 | 19.40 | | | | | | | | 83.35 | |
| INTE REST & SINKI NG FUND | THE BANK & TRUST | MONEY MARKET 1333-3333-00-11071 | 73.80 | 76.37 | 78.94 | 78.97 | 71.35 | | | | | | | | 379.43 | |
| | THE BANK & TRUST | CHECKING 1333-3333-00-11070 | 1.80 | 2.12 | 1.86 | 2.12 | 1.80 | | | | | | | | 9.70 | |
| | | CD'S 1333-3333-00-11200 | | | | | | | | | | | | | - | |
| | TEXPOOL | 2331000004 1333-3333-00-11090 | 1.24 | 1.41 | 1.63 | 1.83 | 1.68 | | | | | | | | 7.79 | |
| | TEXAS COMMUNITY | CHECKING 1333-3333-00-11080 | 76.82 | 96.11 | 105.65 | 109.50 | 86.33 | | | | | | | | 474.41 | |
| AYROL | THE BANK & TRUST | CHECKING 1444-4444-00-11110 | 71.38 | 108.30 | 129.28 | 134.27 | 144.74 | | | | | | | | 587.97 | |
| LAW LIBRA RY | | CHECKING | | | | | | | | | | | | | - | |
| | TEXAS COMMUNITY | CHECKING 1555-1111-00-11170 | 1.06 | 1.08 | 0.93 | 0.74 | 0.66 | | | | | | | | 4.47 | |

RESOLUTION NO: _____

AN RESOLUTION OF THE COMMISSIONERS COURT OF VAL VERDE COUNTY, TEXAS AUTHORIZING THE VAL VERDE COUNY COMMISSIONERS COURT TO APPROVE THE RECOMMENDED COUNTY INVESTMENT POLICY EFFECTIVE MARCH 13, 2017 TO SEPTEMBER 30TH, 2017. IN ADDITION, AUTHORIZING VAL VERDE COUNTY COMMISSIONERS COURT TO APPROVE THE APPOINTMENT OF VAL VERDE COUNTY TREASURER AARON D. RODRIGUEZ, AS CIO, VAL VERDE COUNTY JUDGE EFRAIN V. VALDEZ, VAL VERDE COUNTY COMMISSIONER ROBERT "BEAU" NETTLETON AND VAL VERDE COUNTY AUDITOR MATTHEW WEINGARDT, AS INVESTMENT COMMITTEE MEMBERS TO THE COUNTY INVESTMENT COMMITTEE.

WHEREAS, the Val Verde County Investment Committee recommends aforementioned County Investment policy to be effective October 1st, 2016 to September 30th, 2017 to be approved by resolution by the Commissioners Court of Val Verde County

WHEREAS, the Val Verde County Commissioners Court approve the appointment of Val Verde County Treasurer, Aaron D. Rodriguez as CIO. In addition appointing Val Verde County Judge Efrain V. Valdez, Val Verde County Commissioner Robert "Beau" Nettleton and Val Verde County Auditor Matthew Weingardt as County Investment Committee Members to said Count Investment Committee

NOW, THEREFORE, BE IT ORDERED BY THE COUNTY COMMISSIONERS COURT OF VAL VERDE COUNTY, TEXAS

That the Val Verde County Commissioners Court approves the recommended County Investment Policy to be effective March 13th, 2017 to September 30th, 2017 and approve the appointment of the Members of the County Investment Committee.

PASSED and APPROVED, this 13TH day of MARCH, 2017

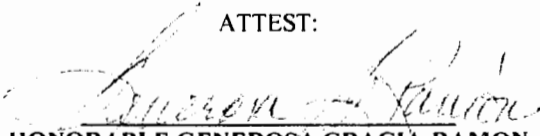

HONORABLE EFRAIN VALDEZ
COUNTY JUDGE

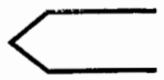

HONORABLE MARTIN WARDLAW
COUNTY COMMISSIONER, PCT. 1


HONORABLE LEWIS OWENS
COUNTY COMMISSIONER, PCT. 2


HONORABLE ROBERT NETTLETON
COUNTY COMMISSIONER, PCT. 3


HONORABLE GUSTAVO FLORES
COUNTY COMMISSIONER, PCT. 4

ATTEST:

HONORABLE GENEROSA GRACIA-RAMON
COUNTY CLERK





#57

**VAL VERDE COUNTY
HUMAN RESOURCES DEPT**

MEMORANDUM

To: Efrain Valdez, County Judge

From: Juanita Barrera, HR Director

Date: March 8, 2017

Subject: **AGENDA ITEMS FOR MARCH 2017**

Listed below are several personnel matters which need to be part of the upcoming March agenda for HR reporting period from February 9, 2017 through March 8, 2017.

- A. Joe Frank Martinez, Sheriff, requesting to have Mr. Matthew Weingardt, County Auditor start issuing checks to Brenda Garcia, Telecommunications Opr. with an annual salary of \$24,000.00 effective February 20, 2017. Ms. Garcia is replacing Jennifer DeHaan who resigned.
- B. Joe Frank Martinez, Sheriff, requesting to have Mr. Matthew Weingardt, County Auditor stop issuing checks to Michael Gullledge, Chief Deputy, effective February 24, 2017. Mr. Gullledge resigned.
- C. Joe Frank Martinez, Sheriff, requesting to have Mr. Matthew Weingardt, County Auditor start issuing checks to Douglas Spielman, Chief Deputy with an annual salary of \$56,131.19 effective March 01, 2017. Mr. Spielman is replacing Michael Gullledge who resigned.
- D. Lewis Owens, Commissioner Pct. 2, requesting to have Mr. Matthew Weingardt, County Auditor stop issuing checks to Miguel Cedillo, Building Maintenance Worker, effective February 22, 2017. Mr. Cedillo resigned.
- E. Graciela Monday, Librarian, requesting to have Mr. Matthew Weingardt, County Auditor stop issuing checks to Heriberto Sanchez, Maintenance Worker, effective February 28, 2017. Mr. Sanchez retired.
- F. Graciela Monday, Librarian, requesting to have Mr. Matthew Weingardt, County Auditor start issuing checks to Rene Castaneda, Maintenance Worker with an annual salary of \$21,450.00 effective March 01, 2017. Mr. Castaneda is replacing Heriberto Sanchez who retired.
- G. Jerry Rust, Fire Chief, requesting to have Mr. Matthew Weingardt, County Auditor stop issuing checks to Jose Barragan, Fire Fighter, effective March 01, 2017. Mr. Barragan was terminated.
- H. Robert Nettleton, Commissioner Pct. 3, requesting to have Mr. Matthew Weingardt, County Auditor stop issuing checks to Roberto Rivera, Lt. Equipment Operator, effective March 02, 2017. Mr. Rivera retired.